

PA-102 10/10/2015

Retail Installment Contract and Security Agreement

Seller Name and Address

CARVANA, LLC
600 CREEK ROAD
DELANCO, NJ 08075-5210

Buyer(s) Name(s) and Address(es)

Jordan Tyler Breslow
314 S Henderson Rd
King of Prussia PA 19406-2449

Summary

No. 2001336595
Date 11/11/2021

☐ Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

| Annual Percentage Rate The cost of your credit as a yearly rate. | Finance Charge The dollar amount the credit will cost you. | Amount Financed The amount of credit provided to you or on your behalf. | Total of Payments The amount you will have paid when you have made all scheduled payments. | Total Sale Price The total cost of your purchase on credit, including your down payment of |
|---|---|--|---|---|
| 17.286 % | \$ 17,148.65 | \$ 26,705.30 | \$ 43,853.95 | \$ 0.00 \$ 43,853.95 |

Payment Schedule. Your payment schedule is:

| No. of Payments | Amount of Payments | When Payments are Due |
|-----------------|--------------------|----------------------------|
| 74 | \$ 585.00 | Monthly Beginning 12/12/21 |
| 1 | \$ 563.95 | 02/12/28 |
| N/A | \$ N/A | N/A |

Security. You are giving us a security interest in the Property purchased.

Late Charge. If all or any portion of a payment is not received in full within 10 days after it is due, you will pay a late charge. The charge will be 2% of the part of the payment that is late. If the Vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late.

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties.

Buyer Restrictions. If you do not meet this Contract's obligations, you may lose the property that you bought in this sale.

Description of Property

| Year | Make | Model | Style | Vehicle Identification Number | Odometer Mileage |
|---|---------------|-----------|---------------|-------------------------------|------------------|
| 2009 | Mercedes-Benz | SLK-Class | Convertible | WDBWK54F19F192649 | 3366 |
| <input type="checkbox"/> New <input checked="" type="checkbox"/> Used <input type="checkbox"/> Demo | | | Other: N/A | | |

Description of Trade-In

N/A

N/A

Conditional Delivery

☐ **Conditional Delivery.** If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A
N/A. The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Sales Agreement

Payment. You promise to pay us the Amount Financed and Finance Charge according to the payment schedule as provided in the *Truth-In-Lending Disclosure* above. The Finance Charge is figured at the Annual Percentage Rate on the unpaid part of the Amount Financed until paid in full. Finance Charges accrue on a daily basis. Each payment will be applied, in any order that we determine, to earned and unpaid Finance Charges, to the unpaid part of the Amount Financed, and to other charges and amounts you owe under this Contract. You agree to pay late charges as provided in the *Truth-In-Lending Disclosure*. You also agree to pay any additional amounts according to this Contract's terms.

You understand and agree that some payments to third parties as a part of this Contract may involve money retained by us or paid back to us as commissions or other remuneration.

Down Payment. You also agree to pay or apply to the Total Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the *Itemization of Amount Financed*.

Itemization of Amount Financed

| | | |
|---|----|-----------|
| 1a. Cash price of motor vehicle | \$ | 21,990.00 |
| 1b. Government taxes | \$ | 1,458.30 |
| 1c. Accessories and installation | \$ | 0.00 |
| 1d. Delivery charge | \$ | N/A |
| 1e. Transit charge | \$ | 490.00 |
| 1f. N/A | \$ | N/A |
| 1g. N/A | \$ | N/A |
| 1h. N/A | \$ | N/A |
| 1. Total Cash Price of Motor Vehicle (1a thru 1h) | \$ | 23,938.30 |
| 2a. Trade-in allowance | \$ | 0.00 |
| 2b. Less: Amount owing paid to: N/A | \$ | 0.00 |
| 2c. Net Trade-In (2a minus 2b) | \$ | 0.00 |
| 2d. Plus cash payment | \$ | 0.00 |
| 2e. Plus manufacturer's rebate | \$ | 0.00 |
| 2f. Plus (Other) N/A | \$ | N/A |
| 2. Total Down Payment (if negative, enter \$0 and see 4a.) | \$ | 0.00 |
| 3. Unpaid Cash Price Balance (1 minus 2) | \$ | 23,938.30 |
| 4a. Prior credit or lease balance payment on Trade-in (paid to same as 2b.) | \$ | 0.00 |
| 4b. Insurance premiums paid to insurance company(ies) | \$ | 0.00 |
| 4c. Paid to Public Officials (incl. filing fees) | \$ | 147.00 |
| 4d. (Optional) Service Contract paid to: SilverRock | \$ | 1,825.00 |
| 4e. (Optional) Service Contract paid to: N/A | \$ | 0.00 |
| 4f. Optional Gap Waiver (Debt Cancellation) paid to Seller | \$ | 795.00 |
| 4g. N/A pd to N/A | \$ | N/A |
| 4h. N/A pd to N/A | \$ | N/A |
| 4i. N/A pd to N/A | \$ | N/A |
| 4j. N/A pd to N/A | \$ | N/A |
| 4k. N/A pd to N/A | \$ | N/A |
| 4l. N/A pd to N/A | \$ | N/A |
| 4m. N/A pd to N/A | \$ | N/A |
| 4n. N/A pd to N/A | \$ | N/A |
| 4o. N/A pd to N/A | \$ | N/A |
| 4p. N/A pd to N/A | \$ | N/A |
| 4. Total Other Charges and Amounts Paid to Others on Your Behalf (4a thru 4p) | \$ | 3,257.00 |
| 5. Amount Financed (3 + 4) | \$ | 26,705.30 |
| 6. Finance Charge | \$ | 17,148.65 |
| 7. Time Balance (5 + 6) | \$ | 43,853.95 |

We may retain or receive a portion of any amount paid to others.

[This area intentionally left blank.]

Insurance Disclosures

Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and are not a factor in the credit decision. In general, if you die, credit life insurance pays the unpaid part of the amount financed, assuming you made all payments on time. In general, credit disability insurance pays the scheduled payments due under this Contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. You will not receive credit life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A
Insured N/A

Credit Disability

☐ Single ☐ Joint ☐ None

Premium \$ N/A Term N/A
Insured N/A

You want the credit insurance coverages indicated.

By: N/A DOB

By: N/A DOB

By: N/A DOB

Property Insurance. In general, property insurance pays for the repair or replacement of the Property if it is damaged, destroyed, or stolen. See the policies or certificates for coverage limits and other terms and conditions. You must insure the Property securing this Contract. You may provide the insurance through existing policies. You may also provide the insurance by purchasing it through any insurance company allowed by law to do business in Pennsylvania or in the state in which the Vehicle is registered and titled. The deductible amount for the insurance may not exceed \$ 1,000.00 . If you get insurance from or through us you will pay \$ N/A for

of coverage.

This property insurance premium is calculated as follows:

☐ \$ N/A Deductible, Collision Cov. \$ N/A
☐ \$ N/A Deductible, Comprehensive \$ N/A
☐ Fire-Theft and Combined Additional Cov. \$ N/A
☐ N/A \$ N/A

Liability insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If you fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect your interest and our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately. This amount will earn finance charges from the date paid at the rate described in the Payment section until paid in full.

Additional Protections

You may buy any of the following voluntary protection plans. They are not required to obtain credit, are not a factor in the credit decision, and are not a factor in the terms of the credit or the related sale of the Vehicle. The voluntary protections will not be provided unless you sign and agree to pay the additional cost.

Your signature below means that you want the described item and that you have received and reviewed a copy of the contract(s) for the product(s). If no coverage or charge is given for an item, you have declined any such coverage we offered.

☒ **Service Contract**

| | |
|----------|--------------------------------------|
| Term | 12 Months |
| Price | \$ 1,825.00 |
| Coverage | Service Contract, paid to SilverRock |

☒ **Optional Gap Waiver (Debt Cancellation)**

| | |
|----------|--------------|
| Term | 75 Months |
| Price | \$ 795.00 |
| Coverage | Gap Coverage |

☐ **Cosmetic Protection**

| | |
|----------|--------|
| Term | N/A |
| Price | \$ N/A |
| Coverage | N/A |

By: Jordan Breslow 11/11/2021 Date

By: N/A N/A Date

By: N/A N/A Date

Additional Terms of the Sales Agreement

Definitions. "Contract" refers to this Retail Installment Contract and Security Agreement. The pronouns "you" and "your" refer to each Buyer signing this Contract, and any guarantors, jointly and individually. The pronouns "we", "us" and "our" refer to the Seller and any entity to which it may transfer this Contract. "Vehicle" means each motor vehicle described in the Description of Property section. "Property" means the Vehicle and all other property described in the Description of Property and Additional Protections sections. "Heavy commercial motor vehicle" means a new or used motor vehicle (other than a recreational vehicle) that is a truck or truck tractor having a manufacturer's gross vehicular weight of 13,000 pounds or more, or a semitrailer or trailer designed for use in combination with a truck or truck tractor.

Purchase of Property. You agree to purchase the motor vehicle (Vehicle) and services described in the Description of Property section from Seller. You also agree that the purchase of the Property on credit takes place at the Seller's licensed location identified at the top of page 1 of this Contract. You agree to purchase the Vehicle from us on the terms of this Contract and security agreement (Contract). You understand that we are selling you the Vehicle in its present condition.

Total Sale Price. We gave you the opportunity to purchase the Vehicle and described services for the Total Cash Price or the Total Sale Price. The Total Sale Price is the total price of the Vehicle and any services if you buy them over a period of time. You are purchasing the items over a period of time.

The Total Sale Price shown in the Truth-in-Lending Disclosure assumes that you will make all payments as scheduled. The actual amount you will pay will be more if you pay late and less if you pay early. This may cause your final payment to be more or less than

the scheduled amount, or, at our option, we may require more or fewer payments of the scheduled amount with an adjusted final payment.

We charge and collect finance charges. These charges are not more than state or federal law allows. If you pay a finance charge or fee that is more than state or federal law allows, we will apply the charge or fee first to reduce what you owe and refund any excess to you.

You agree that the Property will not be used as a dwelling.

Prepayment. You may prepay this Contract in full or in part at any time without penalty. Any partial prepayment will not excuse any later scheduled payments. If we get a refund of any unearned insurance premiums that you paid, you agree that we may subtract the refund from the amount you owe, unless otherwise provided by law.

Governing Law and Interpretation. This Contract is governed by the law of Pennsylvania and applicable federal law and regulations.

If any section or provision of this Contract is not enforceable, the other terms will remain part of this Contract. You authorize us to correct any clerical error or omissions in this Contract or in any related document.

Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 *et seq.* (Chapter 56; Decedents, Estates and Fiduciaries Code). We, by exercising any of our rights under this Contract, do so for the sole benefit of us.

Name and Location. Your name and address set forth in this Contract are your exact legal name and your principal residence. You will provide us with at least 30 days notice before you change your name or principal residence.

Telephone Monitoring and Calling. You agree that we may from time to time monitor and record telephone calls made or received by us or our agents regarding your account to assure the quality of our service. In order for us to service the account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your account, including a mobile telephone number that could result in charges to you.

Breaking the Terms of this Contract. You agree that the following are additional terms of this Contract. You will have broken the terms of this Contract if you fail to perform any obligation that you have undertaken in this Contract, except as prohibited by law.

If you break any of the terms of this Contract, you agree to pay our costs for collecting amounts owing, including court costs and fees for repossession, repair, storage and sale of the Property securing this Contract. In addition, you agree to pay reasonable attorneys' fees to the extent permitted by law if the Property is taken through legal action.

If there is more than one of you and any one of you breaks any agreement made in this Contract, we may exercise our rights against each of you or all of you.

Seller's Rights. If you break any of the terms of this Contract, we have all of the remedies provided by law and this Contract, subject to any opportunity to cure we may offer and you may exercise. Those remedies include:

- ◆ We may pay taxes, fees, expenses, or charges on the Property or make repairs to the Property if you have not done so. We are not required to do so. We will add any amount we pay to the amount you owe us, as allowed by law. This amount is due immediately. This amount will earn finance charges from the date we paid it at the rate described in the Payment section until paid in full.
- ◆ We may require you to make the Property available to us at a place we designate that is reasonably convenient to you and us.
- ◆ We may immediately take back the Property by lawful means. In taking the Property, we may not unlawfully enter onto your premises or cause a public disturbance.
- ◆ We may sell the Property. We may apply amounts we receive as provided by law to our reasonable expenses and then to your obligations.
- ◆ Except when prohibited by law, we may sue you for additional amounts if the proceeds of a sale do not pay all of the amounts you owe us.

We may take any or all of the actions described above. Our decision not to take any of the actions does not mean that we have lost the right to take any of the actions in the future.

In addition, we may require you to pay us immediately, the remaining balance of the amount financed, finance charges and all other agreed charges if you do any of the following:

- ◆ You fail to pay one or more installment payments under this Contract.
- ◆ You fail to pay taxes levied against the Property.
- ◆ You fail to furnish proof of payment of taxes levied against the Property.

- ◆ You use the Property for illegal purposes.
- ◆ You file for bankruptcy.
- ◆ You intentionally provide fraudulent and misleading information on a credit application.

We will mail to your last known address any required notice of intended sale or transfer of the Property. You agree that notice is reasonable if mailed to your last known address, as reflected in our records. You agree that notice mailed 15 days before the intended sale or transfer (or such other period of time required by law) is reasonable.

You agree that we may take personal property left in or on the Property subject to your right to recover the personal property.

If the Property has an electronic tracking device, you agree that we may use the device to find the vehicle.

Buyer's Rights and Duties. If we have taken back the Property, we may, at our option, return the Property to you if you pay all past due installments, late charges and our costs in retaking the Property, to the extent allowed by law. Your opportunity to get back the Property ends when we sell the Property.

You agree to pay for the costs of a lawsuit allowed by law if we take the Property through legal action. If we retake the Property other than through a lawsuit, you must pay the expenses for taking, repairing, and storing the Property as allowed by law. We may only collect these expenses from you if more than 15 days passed from the day you broke the terms of this Contract to the day we took the Property.

Statement of Account. At your request, we will provide you with a statement of your account showing information about your payment history, including the dates and amounts of payments you have made and any other credits and charges to your account. It will also provide information about future payments and any other information required by law. We will provide you with one statement of account free of charge. We may charge you a reasonable fee as allowed by law for any additional statements that you request. You can request, and we will provide, a statement of account at any time until one year after this Contract ends.

Each and Every Buyer Responsible. Each of you who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- ◆ You are responsible for paying amounts owed under this Contract even if another of you has signed this Contract.
- ◆ We may hold any of you responsible for paying this Contract, even if we choose to give up our right to hold any other of you responsible.
- ◆ We may give up our interest in the Property and each of you is still responsible for paying this Contract.
- ◆ If we give up any of our rights, it will not affect your responsibility to pay this Contract.
- ◆ If we extend new credit or renew this Contract, it will not affect your responsibility to pay this Contract.

Warranty. Warranty information is provided to you separately.

Additional Rights. If you encounter a problem, you may have additional rights under the Unfair Trade Practices and Consumer Protection Law, which is enforced by the Pennsylvania Office of Attorney General, Bureau of Consumer Protection.

Security Agreement

Security. You give us a security interest in the Vehicle. You also give us a security interest in all attachments, accessories, and equipment installed or placed in or on the Vehicle. We refer to the Vehicle and any items installed or placed in or on the Vehicle as Property. You also give us a security interest in the proceeds of the Property. Our interest will not extend to consumer goods unless you acquire rights to the goods within 10 days after we enter into this Contract or the goods are installed in or affixed to the Vehicle. You assign and give a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

Buyer's Responsibilities Towards Property. You agree to the following:

- ◆ You will defend our security interest in the Property against anyone who claims to have an interest in the Property. You will do whatever is necessary to keep our claim to the Property ahead of the claim of anyone else. Our claim to the Property comes ahead of the claim of any of your other creditors. You agree to sign any additional documents to provide us with any additional information we may require to protect our security interest in the Property.
- ◆ You will keep the Property in your possession and in good condition. You will only use the Property for its intended and lawful purposes.
- ◆ You agree not to remove the Property from the U.S. without our prior written consent.
- ◆ You will not put the Property up for sale without written permission from us. You will not transfer any rights in the Property without first getting our written permission.
- ◆ You will pay taxes, fees and expenses on the Property when due.
- ◆ You will notify us of any loss or damage to the Property.
- ◆ You will provide us reasonable access to the Property for the purpose of inspection. We may lawfully enter and inspect the Property.

Insurance. You agree to buy insurance on the Property against risks and for the amounts we reasonably require. In addition:

- ◆ You will name us as loss payee on any such policy.
- ◆ We may require added security on this Contract if we permit any insurance proceeds to be used to repair or replace the Property.
- ◆ If the insurance proceeds do not cover the amounts you still owe us, you will pay the difference.
- ◆ You will keep this insurance until all debts secured by this Contract are paid.

If you do not buy, maintain, and arrange to have us named as loss payee, as agreed above, you understand and agree:

- ◆ We may purchase insurance to protect your and our interest in the Property.
- ◆ The insurance we buy may be from an agent or company you may not choose.
- ◆ The insurance will not cover your equity in the Property.
- ◆ The premium we pay may be substantially higher than the premium you might be required to pay for the insurance you have agreed to buy on this Contract.

Optional Gap Waiver (Debt Cancellation). In the event of theft or damage to the Vehicle that results in a total loss, there may be a gap between the amount due under the terms of the Contract and the proceeds of your insurance settlement and deductibles. You are liable for this difference. You have the option of purchasing Optional Gap Waiver (Debt Cancellation) to cover the gap liability, subject to any conditions and exclusions in the Optional Gap Waiver (Debt Cancellation) agreements.

Notices

NOTICE. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle: The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Si compra un vehículo usado: La información que ve adherida en la ventanilla forma parte de este contrato. La información contenida en el formulario de la ventanilla prevalece por sobre toda otra disposición en contrario incluida en el contrato de compraventa.

Summary Notice - Prepayment, Rebate, Reinstatement and Statement of Account. You may prepay all or part of the amount you owe under this Contract at any time without penalty. If you prepay, you will only pay finance charges that are earned but unpaid and all other amounts due up to the date of prepayment. Payments we receive for any unearned finance charges will be rebated to you. If you break the terms of this Contract we may take back the vehicle (Property). We may, at our option, allow you to get the Property back before we sell it and continue under this Contract (reinstate). If we allow you to reinstate this Contract, you must pay us all past due amounts, late charges and any costs we incurred in retaking the vehicle to the extent allowed by law. At your request, we will provide you with a statement of account with important information about your payment history and amounts owing.

☒ **Electronic Signature Acknowledgment.** You agree that (i) you viewed and read this entire Contract before signing it, (ii) you signed this Contract with one or more electronic signatures, (iii) you intend to enter into this Contract and your electronic signature has the same effect as your written ink signature, (iv) you received a paper copy of this Contract after it was signed, and (v) the authoritative copy of this Contract shall reside in a document management system held by Seller in the ordinary course of business. You understand that Seller may transfer this Contract to another company in the electronic form or as a paper version of that electronic form which would then become the authoritative copy. Seller or that other company may enforce this Contract in the electronic form or as a paper version of that electronic form. You may enforce the paper version of the Contract copy that you received.


Signature Notices

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this Contract and retain its right to receive a part of the Finance Charge.

You authorize us to obtain information about you and the Property you are buying from the state motor vehicle department or other motor vehicle registration authorities.

Signatures

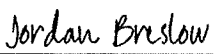

Entire Agreement. Your and our entire agreement is contained in this Contract. There are no unwritten agreements regarding this Contract. Any change to this Contract must be in writing and signed by you and us.

| | |
|---|------------|
|  | 11/11/2021 |
| By: Jordan Tyler Breslow | Date |
| N/A | N/A |
| By: | Date |
| N/A | N/A |
| By: | Date |

By signing below, you agree to the terms of this Contract.

NOTICE TO BUYER. Do not sign this contract in blank. You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights. Any holder of this consumer credit contract is subject to all claims and defenses which the buyer could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the buyer shall not exceed amounts paid by the buyer hereunder.

Buyer

| | |
|--|------------|
|  | 11/11/2021 |
| By: Jordan Tyler Breslow | Date |
| N/A | N/A |
| By: | Date |
| N/A | N/A |
| By: | Date |
| Seller | |
|  | 11/11/2021 |
| By: CARVANA, LLC | Date |

By signing below, you acknowledge that you received a completely filled-in copy of this Contract and that you had the opportunity to read and review the Contract before you signed it.

Buyer

| | |
|--|------------|
|  | 11/11/2021 |
| By: Jordan Tyler Breslow | Date |
| N/A | N/A |
| By: | Date |
| N/A | N/A |
| By: | Date |

Transfer. This Contract and Security Agreement is transferred to

N/A

the Transferee, phone N/A. This transfer is made under the terms of a separate agreement made between the Seller and Transferee.

☐ This Transfer is made ☐ with legal liability. ☐ without legal liability.

Seller

N/A

By:

Date

COPY VIEW

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

| | | | |
|---------------|-----------|------|-------------------------------------|
| Mercedes-Benz | SLK-Class | 2009 | WDBWK54F19F192649 |
| VEHICLE MAKE | MODEL | YEAR | VEHICLE IDENTIFICATION NUMBER (VIN) |

WARRANTIES FOR THIS VEHICLE:

☐ AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

☒ DEALER WARRANTY

☐ FULL WARRANTY.

☒ LIMITED WARRANTY. The dealer will pay 100 % of the labor and 100 % of the parts for the covered systems that fail during the warranty period. * Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

Gasoline Engine

Transaxle

Driveaxle

Air Conditioning

DURATION:

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

100 days or 4,189 miles whichever comes first

* A \$50 deductible will apply for each out-of-network repair visit.

In-network repair visits do not require a deductible.

NON-DEALER WARRANTIES FOR THIS VEHICLE:

☐ MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.

☐ MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.

☐ OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

☒ SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

JB

Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame-cracks, corrective welds, or rusted through
Dog tracks—bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfr. Specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Air Bags**Steering System**

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage

Catalytic Converter

DEALER NAME

CARVANA, LLC

ADDRESS

600 CREEK ROAD

DELANCO, NJ 08075-5210

TELEPHONE

1-800-333-4554

EMAIL

DL-CarvanaPhoenixAdvocate@carvana.com

FOR COMPLAINTS AFTER SALE, CONTACT:

Carvana Customer Advocates at: 1.800.333.4554 or
1930 W Rio Salado Pkwy, Tempe, AZ 85281

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

JB



CARVANA

CarvanaCare

APPLICATION/CONTRACT NUMBER

CVSC 16825674

This document is the Application and, if accepted by the Administrator, the Vehicle Service Contract. If this Application cannot be accepted by the administrator as written You will be notified of any changes to the coverage applied for within approximately 60 days. If You choose not to accept these changes to Your application for coverage or Your Vehicle does not qualify for any type of coverage Your Contract Price will be refunded.

| | | | | |
|--|--------------------------|--|--|-----------------------------|
| CONTRACT HOLDER (CUSTOMER, YOU, YOUR) | | | | |
| CUSTOMER'S NAME Jordan Tyler Breslow | | CO-CUSTOMER'S NAME N/A | | |
| ADDRESS 314 S Henderson Rd | | CITY King of Prussia | STATE PA | ZIP 19406-2449 |
| PHONE NUMBER 2152063562 | | EMAIL ADDRESS jordanbreslow93@gmail.com | | |
| COVERED VEHICLE (YOUR VEHICLE) | | | | |
| YEAR 2009 | MAKE Mercedes-Benz | MODEL SLK-Class | | |
| VIN WDBWK54F19F192649 | CURRENT ODOMETER 3366 | VEHICLE PURCHASE DATE 11/11/2021 | VEHICLE PURCHASE PRICE \$ 21,990.00 | |
| SELLING DEALERSHIP | | | | |
| NAME CARVANA, LLC | | PHONE NUMBER 1-800-333-4554 | ACCOUNT NUMBER 2001336595 | |
| ADDRESS 600 CREEK ROAD | | CITY DELANCO | STATE NJ | ZIP 08075-5210 |
| CONTRACT INFORMATION | | | | |
| CONTRACT TERM Months: 12 | | EXPIRATION ODOMETER 50,000 | | EXPIRATION DATE 11/11/22 |
| Mileage: 50000 | | | | |
| CONTRACT PURCHASE PRICE \$ 1,825.00 | | DEDUCTIBLE In-Network: \$0 / Out-of-Network: \$50 | | |
| LIENHOLDER | | | | |
| You authorize the lienholder, its successors, and assigns to: (1) be listed as joint payee and receive any refund in the event this Contract is cancelled, (2) cancel this Contract in the event You default in Your obligation to such lienholder and (3) be listed as sole payee on all repossessions. | | | | |
| NAME CARVANA, LLC | | | | |
| ADDRESS 1930 W Rio Salado Parkway | | CITY Tempe | STATE AZ | ZIP 85281 |

The Term of this agreement begins on the date of the purchase of this Contract and at the Current Odometer mileage stated above. This coverage ends with either of the following, whichever occurs first: (1) When the mileage of Your Vehicle, as measured from zero (0) miles reaches the mileage limit for the plan selected, or (2) when the time limit for the term selected expires as measured from the Vehicle Purchase Date, or (3) when the aggregate total of benefits paid or payable under this contract exceeds the limit of our liability of this contract. The term of this Contract is inclusive of the manufacturer's warranty period.

I have read and understand this document. I understand that the above information is subject to verification and that the Application for coverage may be rejected or the terms of coverage may be modified if any of the above information is incorrect or if the Vehicle is ineligible for the term, coverage, or deductible applied for. The purchase of this Vehicle Service Contract is not required to either purchase or obtain financing for the Vehicle.

Jordan Breslow

Customer Signature

Co-Customer Signature

11/11/2021

Contract Purchase Date

Signature of Selling Dealership Representative



SilverRock

VSC (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



CARVANA

CarvanaCare

APPLICATION/CONTRACT NUMBER

CVSC 16825674

DEFINITIONS

- "We", "Us", "Our" and "Administrator" means "SilverRock Automotive, Inc." This Contract is between Us and the Customer named herein.
- "Covered Part" means an item defined as a Covered Part in the Covered Parts section below.
- "Breakdown" or "Mechanical Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service, including a total failure resulting from wear and tear or ordinary use. Please refer to the wording under exclusions for a listing of conditions under which the failure of a Covered Part is not considered a Mechanical Breakdown.
- "In-Network Deductible" means the amount paid by You to an In-Network Repair Facility per repair visit. The In-Network Deductible is \$0.00.
- "In-Network Repair Facility" means a repair facility in Provider's repair facility network. To find out if Your repair facility is an In-Network Repair Facility, please contact the Administrator at (866) 628-3905. The determination of In-Network status is made in the sole discretion of the Administrator.
- "Out-of-Network Deductible" means the amount paid by You to an Out-of-Network Repair Facility per repair visit. The Out-of-Network Deductible is \$50.00.
- "Out-of-Network Repair Facility" means a repair facility that is not in Provider's repair facility network. To find out if Your repair facility is an Out-of-Network Repair Facility, please contact the Administrator at (866) 628-3905. The determination of the Out-of-Network status is made in the sole discretion of the Administrator.

YOUR OBLIGATIONS

- In order for this Contract to remain in force all maintenance and servicing, including oil and oil filter changes, must be followed as recommended by Your Vehicle's manufacturer. You are responsible for maintaining correct levels and types of fuels, lubricants and coolants. You must keep and make available verifiable signed service/purchase receipts which show that this maintenance has been performed within the time and mileage limits required. In addition, if You perform Your own maintenance, itemized receipts will be required.
- You or Your licensed repair facility are required to obtain an Administrator's authorization number prior to beginning any repair covered by this Contract.
- You are responsible for paying the deductible indicated in the Application for each repair visit caused by a covered Mechanical Breakdown(s).
- You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if Your Vehicle has a covered Breakdown. In the event the vehicle requires teardown for diagnosis, the repair facility will need to contact the Administrator prior to beginning teardown. If it is subsequently determined that the repair is needed due to a covered Breakdown, then We will pay for this part of the repair. If the failure is not a covered Mechanical Breakdown, then You are responsible for this charge.

OUR OBLIGATIONS

If a covered Mechanical Breakdown of Your Vehicle occurs during the term of this Contract, We will:

- Pay You or the repairer, for repair or replacement, as the Administrator deems appropriate, of the Covered Part(s) which caused the Mechanical Breakdown if You have met Your obligations as described in this Contract and if the Breakdown is not excluded under the EXCLUSIONS section of this Contract. Replacement parts can be of like kind and quality. This may include the use of new, remanufactured or used parts as determined by the Administrator.
- Reimburse You for a rental car at the rate of up to \$30 for every 8 hours (or additional portion thereof) of labor time required to complete the repair. Required labor time is determined from the national repair manual in use by the repair facility. To receive rental benefits, You must supply Us with Your receipt from a licensed rental agency within 90 days. The limit on this reimbursement is up to \$30 per day up to a maximum of \$300 per Mechanical Breakdown or series of Breakdowns related in time or cause. The Administrator is not responsible for rental costs incurred due to delays in the repair process caused by the repair facility.
- Reimburse You for additional receipted motel and restaurant expenses up to \$75 per day for a maximum of 3 days due to the occurrence of a covered Breakdown more than 100 miles from Your home which results in a repair facility keeping Your Vehicle overnight. You must supply Us with Your receipts within 90 days.

FOR EMERGENCY ROADSIDE ASSISTANCE – CALL TOLL FREE (888) 300-8607

- Towing. Limit of \$75 per incident or failure related in time or cause.
- Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of \$75 per occurrence. You are responsible for cost of fluids delivered.
- Flat tire assistance. Removal and replacement with Your provided spare. Limit of \$75 per occurrence.
- Lock-out assistance. Service will provide for a locksmith to gain entry to Your Vehicle if the keys are locked inside. Limit of \$75 per occurrence.
- Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of \$75 per occurrence.

WHAT TO DO IF YOU HAVE A MECHANICAL BREAKDOWN

In the event of a Mechanical Breakdown, follow this step by step procedure:

- (1) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle, turn off the engine, and have Your Vehicle towed.
- (2) Instruct Your repair facility to contact the Administrator Toll Free at (866) 628-3905 for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a licensed repair facility.
- (3) Furnish the repair facility or Administrator with such information as this Contract may reasonably require. This includes receipts for car rental charges, receipts for towing or emergency road service, and signed repair orders (indicating dates and mileage) as required by this Contract.



SilverRock

VSC (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

Page 2 of 10



CARVANA

CarvanaCare

APPLICATION/CONTRACT NUMBER

CVSC 16825674

- (4) If Your Vehicle requires an emergency repair outside of the Administrator's normal business hours, You must follow all Contract guidelines and retain any replaced parts for the Administrator's inspection. You must contact the Administrator the next business day for instructions on submitting the claim. For an emergency repair to a Covered Part Your claim will not be denied solely for lack of prior authorization.
- (5) Absent prior written approval by the Administrator, all claim documentation must be received by the Administrator within ninety (90) days of the claim authorization date.

SYSTEM - COVERED PARTS

REPAIRS ON ALL ASSEMBLIES AND PARTS ARE COVERED ON YOUR VEHICLE WITH THE EXCEPTION OF THE FOLLOWING LISTED ITEMS:

- PAINT/CARPETING
- TRIM
- MOLDING/BUMPERS
- BRIGHT METAL
- UPHOLSTERY
- BRAKE ROTORS & DRUMS
- BATTERIES
- FRAME OR STRUCTURAL SEPARATION
- LENSES
- LIGHT BULBS/HEADLIGHTS
- STRUTS/SHOCK ABSORBERS
- BODY PANELS
- CANVAS, VINYL, OR FABRIC TOP
- GLASS
- FIBERGLASS TOP
- TIRES, WHEELS, AND WHEEL COVERS
- PHYSICAL DAMAGE
- NORMAL FLUID/OIL/LUBRICANT SEEPAGE
- ANY REPOSITIONING, REFITTING, OR REALIGNING
- EXHAUST SYSTEM
- CATALYTIC CONVERTERS
- CLUTCH FRICTION DISCS
- ALL MAINTENANCE SERVICES AND ITEMS SUCH AS ALIGNMENTS, WHEEL BALANCES, ENGINE TUNEUPS, SPARK/GLOW PLUGS, BRAKE PADS, LININGS & SHOES, FILTERS, LUBRICANTS, COOLANTS, AND BELTS

EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER

This Contract provides no benefits or coverage and We have no obligation under this Contract for:

- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
- A Breakdown caused by improper types or quantities of or contamination or lack of proper fuels, fluids, coolants, refrigerants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
- A Breakdown caused by towing a trailer, another Vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
- Repair of any parts during a covered repair which are not necessary to the completion of the covered repair. Such replacement is considered betterment and is not covered by this Contract.
- A Breakdown which occurred prior to Your purchase of Your Vehicle that would have been obvious and apparent if that component was inspected at time of purchase.
- A Breakdown caused by or involving modifications or additions to Your Vehicle unless those modifications or additions were performed or recommended by the manufacturer.
- A Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.
- Any repair which would normally be provided by the Vehicle manufacturer, a repair shop or part supplier under warranty.
- Costs or other damages caused by the failure of or to a part not listed as a Covered Part.
- Damage to the Vehicle caused by continued Vehicle operation after the failure of a Covered Part.
- Any liability, cost or damages You incur or may incur to any third parties other than for Administrator approved repair or replacement of Covered Parts which caused a Mechanical Breakdown.
- A Breakdown caused by overheating, rust, corrosion, restricted oil or coolant passages, restricted filters or physical damage.
- A Breakdown caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
- A Breakdown not occurring in the United States or Canada.
- Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
- Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance or use of Your Vehicle whether or not related to a Breakdown.
- Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- Any part not covered by, or excluded by the original Vehicle manufacturer's warranty.
- Repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that Covered Part has not exceeded the field tolerances allowed by the manufacturer.



SilverRock



CarvanaCare

| |
|-----------------------------|
| APPLICATION/CONTRACT NUMBER |
| CVSC 16825674 |

CANCELLATION REFUNDS

If You request a cancellation:

- **Within the first thirty (30) days after the Contract Purchase Date and have filed no claims**, then You shall receive a refund or credit to Your account of the full Contract Purchase Price.
- **After the first thirty (30) days from the Contract Purchase Date or have filed a claim**, then You shall receive a Pro-Rata Refund, calculated as the lesser of: (a) the ratio of the term remaining to the original term covered, or (b) the ratio of the miles remaining to the original miles covered. The Contract Term for cancellation purposes will be based on the date You purchased the Contract and the date the Contract would expire, and the mileage on the date You purchased the Contract and the mileage at which the Contract would expire. A \$50 cancellation fee shall be deducted from the Partial Refund.

Requesting a refund. You, or Your Lienholder, may cancel this Agreement by submitting a written request of cancellation to Administrator. The completed written request must be signed by You and returned to Administrator with a copy of this Contract. The cancellation documents may be mailed to P.O. Box 29087, Phoenix, AZ 85038-9087 or e-mailed to cancellations@silverrockinc.com. All requests must be received by Administrator within 30 days of requested cancellation effective date. Notification to cancel shall start only upon Administrator's receipt of Your complete cancellation documentation. Administrator is the party responsible for honoring cancellation requests. If You cancel this Contract and do not receive a refund, please notify BlueShore Insurance.

Note: This provision is not available on Contracts which have been transferred.

OUR RIGHT TO CANCEL THIS CONTRACT

We reserve the right to cancel this Contract and will not pay for a Mechanical Breakdown under the following circumstances:

- Your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after Purchase Date and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- Your Vehicle is used for business, deliveries, construction, or commercial hauling; Your Vehicle is used as a postal Vehicle, taxi, police, or other emergency Vehicle; You rent or lease Your Vehicle to someone else; Your Vehicle is equipped to or used to plow snow; You are using or have used or modified Your Vehicle in a manner which is not recommended by the Vehicle manufacturer.
- **Misrepresentation or Fraud.** We may, at any time, cancel this Contract for any material misrepresentation or fraud by You.
- **Non-Payment.** You fail to pay all of the consideration and amounts due under this Contract, for any reason.

If We cancel this Contract for any reason listed herein, You shall be entitled to a pro rata refund, calculated as the lesser of: (a) the ratio of the term remaining to the original term covered, or (b) the ratio of the miles remaining to the original miles covered, less claims paid.

HOW THIS CONTRACT MAY BE TRANSFERRED

This provision is only available if You are the first Contract Holder. This option is not available to You if the Vehicle is traded or sold to or through any entity other than a private party. Your rights and duties under this Contract may be transferred if You sell Your Vehicle directly to another private party, but only if You do the following:

- Send Administrator the completed transfer Application within thirty days of the sale or transfer of Your Vehicle.
- Submit proof that the manufacturer's warranty has been transferred to the new owner.
- Pay Administrator a [\$50.00] transfer fee. In the event Your Vehicle is a total loss or repossessed, Your rights and obligations under this Contract immediately transfer to the Lienholder, if any. You must provide new owner with copies of all receipts as listed under "YOUR OBLIGATIONS".

TRANSFER APPLICATION

Name of New Owner

Date of Transfer

Odometer Reading on Date of Transfer

Address

City

State

Zip

Signature of Vehicle Purchaser

Date

Signature of Vehicle Purchaser

Date

OTHER IMPORTANT CONTRACT PROVISIONS

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. The contractor's obligation to perform under this agreement is insured by BlueShore Insurance Company, 1720 W. Rio Salado Pkwy, Tempe, Arizona 85281 (877) 864-2873. In the event that a covered service is not provided by the contractor within 60 days of proof of loss, the Contract Holder may file a claim directly with BlueShore Insurance Company.

The Dealer agrees that all sums paid by You under the terms of this Contract, excluding a commission earned by the Dealer shall be submitted on Your behalf to the Administrator and others for the purpose of assuring the payment of Your claims under this Contract. If this Contract is cancelled Dealer is responsible for refunding any unearned part of the commission.



SilverRock

VSC (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



CARVANA

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APPLICATION/CONTRACT NUMBER

CVSC 16825674

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at time of Contract purchase. Our limit of liability for any Breakdown or series of Breakdowns related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Auto Dealers Association (N.A.D.A.) standards at the time of Breakdown. If the N.A.D.A. standards for Your Vehicle are not available or widely recognized in Your geographic area, the Administrator may use another market retail valuation method.

After You receive any benefits under this Contract, We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

This Contract contains the complete agreement between You and Us and is not valid unless signed by the Customer.

This Contract will terminate when You sell Your Vehicle unless transferred as provided in the Transfer Section or when this Contract is cancelled as outlined in the Cancellation Section or when Your Vehicle reaches the time or mileage limitation.

Coverage afforded under this Contract is not guaranteed by Your state's property and casualty guaranty association.

DISPUTE RESOLUTION

Governing Law: Any dispute that arises with respect to this Contract shall be resolved in accordance with the Federal Arbitration Act (the "FAA").

Complaint Process: If You have a complaint with Our services under this Contract, please contact Customer Service at (888) 418-1212.

Arbitration: If You and We have a dispute that You and We are unable to resolve, You and the Administrator agree to binding arbitration, using the American Arbitration Association or small claims court, instead of through courts of general jurisdiction. **YOU AND WE AGREE THAT ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS ONLY. YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN CLASS ARBITRATIONS AND CLASS ACTIONS.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts. Arbitrators can award the same damages and relief that a court can award. These provisions of this Arbitration subsection (collectively, "Arbitration Agreement") shall survive the termination of this Contract. If You or We intend to seek arbitration, You and We must first send to the other a written Notice of Claim ("Notice") by certified mail. Your Notice to Us should be addressed to: Legal Department, SilverRock Automotive P.O. Box 29087, Phoenix, AZ 85038-9087. The Notice must describe the dispute and state the specific relief sought. If You and We do not resolve the dispute within 30 days of receipt of the Notice, You may send a demand for arbitration to the following:

American Arbitration Association (AAA)
13455 Noel Road, Suite 1750
Dallas, TX 75240
www.adr.org
(972) 702-8222

The applicable rules of the arbitration forum You select will apply. You are giving up Your right to a trial by jury or class action or similar relief. You have all other rights and remedies under applicable law.

You and We will pay the filing, arbitrator, and other administrative fees in accordance with the rules and procedures of the American Arbitration Association. If You cannot afford to pay Your portion of the filing, arbitrator or other administrative fees and cannot obtain a waiver of such fees from the arbitration administrator, we will pay them for You at Your written request up to the amount of \$2,500. We will pay any additional fees as applicable by law. The arbitration will occur at the closest federal judicial district to where You live.

To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** The foregoing statement does not apply to any such lawsuit filed against Us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency. Unless You and We agree otherwise, the arbitrator may not consolidate the dispute of another person with Your or Our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void. Judgement on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award shall be kept confidential. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the claims exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the Arbitration Administrator.

You have the right to reject this Arbitration Agreement, in which event neither You nor We will have the right to require arbitration of any disputes. Rejection of this Arbitration Agreement will not affect any other aspect of Your Contract. In order for You to reject this Arbitration Agreement, We must receive a signed writing ("Rejection Notice") from You within 30 days of the day You enter into the contract, stating that You reject the arbitration agreement. The Rejection Notice must include Your name, address and Contract Number and must be mailed to Us at: SilverRock Automotive, Inc., P.O. Box 29087, Phoenix, AZ 85038-9087 by certified mail, return receipt requested. Upon receipt of Your Rejection Notice, We will refund Your postage cost. If You reject this Arbitration Agreement, that will not constitute a rejection of any other arbitration agreement between You and Us.



SilverRock

VSC (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



CARVANA

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APPLICATION/CONTRACT NUMBER

CVSC 16825674

STATE SPECIFIC REQUIREMENTS

ALABAMA

The following language is added to the first (1st) bullet point under CANCELLATION REFUNDS:

- A cancellation fee will not be charged. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the Contract.

The second (2nd) bullet point under CANCELLATION REFUNDS is amended to the following:

- The cancellation fee is \$25.

The following language is added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We shall mail a written notice to You at Your last known address contained in Our records at least five (5) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Purchase Price or material misrepresentation by You to Us in relation to Your Vehicle or its use. The notice shall state the effective date of the cancellation and the reason for the cancellation.

The first paragraph of the section captioned OTHER IMPORTANT CONTRACT PROVISIONS is deleted in its entirety and in substitution the following language is added, respectively:

OUR OBLIGATIONS TO YOU ARE GUARANTEED UNDER A SERVICE CONTRACT REIMBURSEMENT POLICY. In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. Our obligations to perform under this Service Contract are insured by BlueShore Insurance Company 1720 W. Rio Salado Pkwy, Tempe, Arizona 85281, (877) 864-2873. In the event We fail to pay any covered claim within sixty (60) days after proof of loss has been filed, You may make a direct claim to the insurer at the address listed above.

ARIZONA

The following is added to EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER:

- No exclusion shall apply to pre-existing conditions if such conditions were known or should reasonably have been known by Us or Producer.

The following is added to OUR RIGHT TO CANCEL THIS CONTRACT:

We may not cancel this contract for preexisting conditions that were known or that reasonably should have been known by Us or the Producer, prior use or unlawful acts relating to this Contract, misrepresentations by Us or the Producer.

The administrative fee that We will charge and retain under the second (2nd) bullet point of CANCELLATION REFUNDS will not exceed the lesser of \$25.00 or 10% of the amount paid for the Contract.

Under DISPUTE RESOLUTION, the following language is added to the "Arbitration Agreement":

Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair Trade Practice as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Arizona Department of Insurance and Financial Institutions at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.I.F.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contracting the Consumer Protection Division of the A.D.I.F.I. at 800-325-2548.

CALIFORNIA

The first bullet point provision of the section captioned DEFINITIONS is deleted in its entirety and in substitution the following language is added:

- "We", "Us", "Our", and "Obligor" means "SilverRock Automotive, Inc", the Administrator named in the Contract. This Contract is between Us and the Customer named herein. The license number is 0L29654.

The fifth bullet point provision of the section captioned EXCLUSIONS – WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER is deleted in its entirety and in substitution the following language is added:

- A Breakdown which occurred prior to Your purchase of Your Vehicle.**

The section captioned CANCELLATION REFUNDS is deleted in its entirety and in substitution the following language is added:

(This provision is not available on Contracts which have been transferred.) You may cancel this Contract at any time. You may begin the process of cancellation of this Contract by providing a signed and dated written request to the Administrator as indicated below. The Contract Term for cancellation purposes will be based on the date You purchased the Contract and the date the Contract would expire, and the mileage on the date You purchased the Contract and the mileage at which the Contract would expire. Full Refund. You are entitled to a full refund if: (1) You contact and provide a written notice of cancellation to the Administrator within the first sixty (60) days after the Contract Purchase Date, and (2) if You have not filed a claim against the Contract. Prorated Refund. You are entitled to a prorated refund: (1) if You contact and provide a written notice of cancellation to the Administrator as indicated below at any time after sixty (60) days after the Contract Purchase Date, from such refund a cancellation fee shall be deducted from the calculated prorated refund, and such cancellation fee shall be the lesser of: (a) 10% of the Contract Purchase Price, or (b) \$25; or (2) You (i) contact and provide a written notice of cancellation to the Administrator within the first sixty (60) days after the Contract Purchase Date, and (ii) have filed a claim against the Contract. In either event that this Contract is cancelled by You, then the refund calculation will be based on the lesser of: 1) the ratio of the term remaining to the original term covered, or 2) the ratio of the miles remaining to the original miles covered.

The section captioned OUR RIGHT TO CANCEL THIS CONTRACT is deleted in its entirety and in substitution the following language is added:

We reserve the right to cancel this Contract and will not pay for a Breakdown if:

- Within 60 Days.** Within sixty (60) days of the date this Contract was sold to You, We may cancel this Contract, for any reason, provided that all of the following conditions have been met: (a) We shall mail notice of cancellation to You at the last known address You provided to Us, postmarked before the 61st day after this Contract was sold to You, (b) You shall be provided with a full refund equal to the Purchase Price within thirty (30) days of the date of cancellation; provided however, if We have paid a claim on Your behalf or have advised in writing that We will pay a claim on Your behalf, then such refund shall be prorated based upon the lesser of (1) the ratio of the term remaining to the original term covered, or 2) the ratio of the miles remaining to the original miles covered, less the amount of any claims paid prior to cancellation, (c) this Contract shall cease to be valid no less than five (5) days after the postmark date of the cancellation notice, and (d) the cancellation notice shall state the grounds for cancellation.
- Non-Payment.** You fail to pay all of the consideration and amounts due under this Contract, for any reason, provided that all of the following conditions have been met: (a) We shall mail notice of cancellation to You at the last known address You provided to Us, (b) as described herein, any refund due to You shall be paid by Us



SilverRock



CARVANA

CarvanaCare

APPLICATION/CONTRACT NUMBER

CVSC 16825674

to You within thirty (30) days of the date of cancellation, (c) this Contract shall cease to be valid no less than five (5) days after the postmark date of the cancellation notice, and (d) the cancellation notice shall state the grounds for cancellation.

- **Misrepresentation or Fraud.** We may, at any time, cancel this Contract for any material misrepresentation or fraud by You, provided that all of the following conditions have been met: (1) notice of cancellation shall have been mailed to You, (2) a prorata refund of the purchase price stated on the Contract shall have been paid to You within thirty (30) days of the date of cancellation, and (3) the cancellation notice shall have stated the specific nature of Your misrepresentation.

If We cancel this Contract for non-payment, misrepresentation, or fraud, You shall be provided with a prorated refund based upon the lesser of (1) the ratio of the term remaining to the original term covered, or 2) the ratio of the miles remaining to the original miles covered, less the amount of any claims paid prior to cancellation.

We, the obligor, are the party responsible for honoring cancellation requests. If you cancel this Contract and do not receive a refund from the Dealership or Us, please notify BlueShore Insurance Company.

We shall be obligated for any claim properly reported to Us if such claim is: (i) reported prior to the effective date of cancellation, and (ii) is covered by this Contract (for the purpose hereof, You shall have been deemed to have reported a claim if You have completed the first step required under this Contract for reporting a claim).

The first paragraph of the section captioned OTHER IMPORTANT CONTRACT PROVISIONS is deleted in its entirety and in substitution the following language is added:

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. Further, performance to You under this Contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days after your request. The name and address of the insurance company is: BlueShore Insurance Company, 1720 W. Rio Salado Pkwy, Tempe, Arizona 85281 (877) 864-2873. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4357 or access the Department's website (www.insurance.ca.gov).

COLORADO

The following language is added to the first (1st) paragraph under the section captioned OTHER IMPORTANT CONTRACT PROVISIONS:

The policy number for BlueShore Insurance Company is #102.

GEORGIA

Under DISPUTE RESOLUTION, any arbitration shall be nonbinding.

ILLINOIS

The section captioned CANCELLATION REFUNDS is deleted and replaced with the following:

You are allowed to cancel this Contract. If You elect cancellation, then We may charge a cancellation fee. This Contract may be cancelled within 30 days after its purchase if no service has been provided, and a full refund of the Contract Purchase Price will be paid to You, or the Lienholder, as applicable. This Contract may be cancelled at any other time and a pro rata refund of the Contract Purchase Price for the unexpired term of the Contract based on the number of elapsed months or miles, less the cancellation fee, will be paid to You. The cancellation fee is the lesser of \$50 or 10% of the Contract Purchase Price. In order to cancel this Contract, You must provide Us the Cancellation Request Form. This form can be obtained by contacting customer service at 877-584-3848. The completed form should be mailed to PO Box 29087 Phoenix, AZ 85038-9087 or e-mailed to cancellations@silverrockinc.com. All requests must be received by Us within 30 days of requested cancellation effective date. Notification to cancel shall start only upon Our receipt of Your completed cancellation documentation. We will provide Your refund within forty-five (45) days from the date We receive Your cancellation documents. Only the original purchaser of this Contract may cancel this Contract during the 30 days after its purchase. The Administrator is the party responsible for honoring cancellation requests.

INDIANA

The fifth (5th) bullet point under the section captioned Exclusions – What This Vehicle Service Contract Does Not Cover is deleted and replaced with the following:

- A Breakdown which occurred prior to Your purchase of Your Vehicle that was known by You at time of purchase.

The subsection captioned "Governing Law" under the section captioned DISPUTE RESOLUTION is deleted and replaced with the following:

Governing Law. This service contract is not insurance and is not subject to Indiana insurance law. Any dispute that arises with respect to this Contract shall be resolved in accordance with the laws of the State of Indiana.

MAINE

The following is added to the section captioned CANCELLATION REFUNDS:

- Any cancellation fee imposed will be equal to 10% of the purchase price or \$50, whichever is less.

The following is added to the section entitled Our Right To Cancel This Contract:

- We shall mail any notice of cancellation to You at Your last know address at least 15 days prior to cancellation by Us. The notice shall state the effective date of cancellation and reason.

MARYLAND

The first (1st) bullet under CANCELLATION REFUNDS is deleted in its entirety and in substitution the following language is added:

- Within the first 30 days after the Contract Purchase Date, You shall receive a full refund, less the amount of any claims paid, within 45 days. A cancellation fee will not be charged. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the Contract.

The first (1st) paragraph under the section OTHER IMPORTANT CONTRACT PROVISIONS is deleted in its entirety and in substitution the following language is added:

In return for this Contract and subject to its terms, You will be provided the protection described herein. The contractor's obligation to perform under this agreement is insured by BlueShore Insurance Company, 1720 W. Rio Salado Pkwy, Tempe, Arizona 85281 (877) 864-2873. You may file a claim with the insurance company if any promise made in this Contract has been denied or has not been honored within sixty (60) days after your request.

The following language is added to the section captioned OTHER IMPORTANT CONTRACT PROVISIONS:

A service contract is extended automatically when the provider fails to perform the services under the service contract. The service contract does not terminate until the services are provided in accordance with the terms of the service contract.



SilverRock



CARVANA

CarvanaCare

APPLICATION/CONTRACT NUMBER

CVSC 16825674

MISSOURI

The following language under the section captioned CANCELLATION REFUNDS is hereby deleted in its entirety and replaced with:

You may return this Contract to the Us within the first thirty (30) days of the Contract Purchase Date. If no claim has been made under the Contract, and the Contract is returned, the Contract is void and We shall refund to You the full Contract Purchase Price. A ten percent (10%) penalty of the amount outstanding per month shall be added to a refund that is not paid within forty-five (45) days of return of the Contract to Us. If a claim has been made under the Contract during the first thirty (30) days and the Contract is returned, We shall refund to You the full Contract Purchase Price less any claims that have been paid. The first thirty (30) days' time period shall apply only to the original Contract purchaser.

Subsequent to the first thirty (30) day time period, You may cancel the Contract at any time and We shall refund to You one hundred percent (100%) of the unearned pro rata Contract Purchase Price, less claims paid. A reasonable administrative fee of \$50 shall be charged by Us and deducted from Your refund. We shall mail a written notice to You within forty-five (45) days of the date of termination.

You may cancel this Contract by providing a signed and dated written request to Us.

In the event the Contract is cancelled by Us, We will refund a prorated amount as described above but We will not retain a cancellation fee. The obligor is the party responsible for honoring cancellation requests.

The following language is hereby added to the section captioned OTHER IMPORTANT PROVISIONS:

This agreement is not an insurance contract.

NEVADA

OUR RIGHT TO CANCEL THIS CONTRACT is deleted in its entirety and replaced with the following:

- If You have had 70 days of continuous coverage under this Contract, We may only cancel this Contract before the expiration of the term of this agreement or one (1) year after the effective date, whichever occurs first, except on any of the following grounds:
 - Failure by You to pay an amount when due;
 - Conviction of the holder of a crime which results in an increase in the service required under this Contract;
 - Discovery of fraud or material misrepresentation by the holder in obtaining this Contract, or in presenting a claim;
 - Discovery of:
 - An act or omission by You; or
 - A violation by You of any condition of this Contract which occurred after the effective date of this Contract and which substantially and materially increases the service required under this Contract; or
 - A material change in nature or extent of the required service or repair to be substantially and materially increased beyond that contemplated at the time that the Contract was sold.
- If we cancel this contract, such cancellation will become effective fifteen (15) days after the notice of cancellation is mailed to You or at such later date as expressly indicated in the notice.

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- **Within 20 Days of Mailing or 10 Days of Delivery of this Contract to You**, and no claim has been made, then this Contract shall be void and We will refund to You or credit to Your account the full payment for this Contract. This refund will be made within 45 days after You return this Contract to Us. If We fail to refund Your payment within that time, We will pay You a penalty of 10 percent of Your Payment for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.
- **Any other time**, then You shall receive a pro-rata refund, calculated by multiplying the your payment by the percentage of unused days divided by the total days of the Contract Term less claims paid and an administrative fee of \$25.00 that We will charge and retain.

NEW HAMPSHIRE

The following language is added to the section captioned OTHER IMPORTANT CONTRACT PROVISIONS:

- In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at (800) 852-3416 or in writing to 21 South Fruit Street, Suite 14, Concord, NH 03301.

NEW JERSEY

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address, at least five (5) days prior to the effective date of the cancellation, containing the reason for the cancellation and the effective date of the cancellation. A written notice will not be required if the reason for cancellation is nonpayment of a Monthly Payment when due, a material misrepresentation or omission, or a substantial breach of contractual obligations concerning Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- We will also pay a 10% per month penalty if the refund or credit is not completed within 45 days of cancellation of this Contract.

NEW MEXICO

The following language is added to YOUR OBLIGATIONS:

The maintenance and servicing recommended by Your Vehicle's manufacturer may be found in Your Vehicle's owner's manual.

The following language is added to the third (3rd) bullet point in the section captioned CANCELLATION REFUNDS:

A ten percent (10%) penalty per thirty (30) day period or portion thereof shall be added to a refund that is not paid or credited within forty-five (45) days from the date of Administrator's receipt of Your cancellation documents.

The section captioned OUR RIGHT TO CANCEL THIS CONTRACT is deleted in its entirety and in substitution the following language is added:

If the Provider cancels the Contract, Administrator shall mail a written notice of cancellation to You at the last known address before the fifteenth (15th) day preceding the effective date of cancellation.

A contract in effect for at least 70 days may not be cancelled by the Provider before the expiration of the agreed term or one year after the effective date, whichever occurs first, unless (1) You fail to pay for the Contract; (2) You are convicted of a crime that results in an increase in the service required under the Contract; (3) there is fraud or material misrepresentation by You in obtaining the Contract or in presenting a claim for service; or (4) there is an act or omission by You or a violation by You of any condition occurring after the effective date of the Contract that substantially and materially increases the service required under the Contract.



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CARVANA

CarvanaCare

APPLICATION/CONTRACT NUMBER

CVSC 16825674

NORTH CAROLINA

The second (2nd) bullet point under CANCELLATION REFUNDS is amend to the following:

- A cancellation fee of the lesser of 10% of the Pro-Rata Refund or \$50 shall be deducted from the Pro-Rata Refund

OKLAHOMA

The second (2nd) bullet point under CANCELLATION REFUNDS is amended to the following:

- A cancellation fee of ten percent (10%) of the Partial Refund shall be deducted from the Partial Refund.

The following language is added to the third (3rd) bullet point in the section captioned CANCELLATION REFUNDS:

- The right to cancel this Contract is transferable to a subsequent holder of this Contract; however such right is limited to receiving a Partial Refund.

The following language is added to the section captioned OTHER IMPORTANT CONTRACT PROVISIONS:

Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

Our Oklahoma Identification Number is 508646571.

OREGON

The following language is added to the section OTHER IMPORTANT CONTRACT PROVISIONS:

SilverRock Automotive, Inc. is the obligor under this Contract.

SOUTH CAROLINA

The following sentences are added to OUR RIGHT TO CANCEL THIS CONTRACT:

If We cancel this Contract, We will mail a written notice to You at Your last known address contained in Our records at least fifteen (15) days prior to cancellation by Us. Prior notice is not required if the reason for cancellation a material misrepresentation by You to Us, or a substantial breach of duties by You relating to Your Vehicle or its use.

The following bullet point is added to CANCELLATION REFUNDS, in the event that You request a cancellation:

- A 10% penalty per month will be added to a refund that is not paid or credited within 45 days after the return of this Contract to Us.

In the event of a dispute with Us, you may contact the South Carolina Department of Insurance, at Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

TEXAS

The following language is added to the section CANCELLATION REFUNDS:

- If We do not pay Your refund or credit Your account before the 46th day after the date notice of cancellation is received by Us, then We shall pay to You a penalty equal to ten percent (10%) of the amount outstanding for each month that an amount remains outstanding; further, this penalty is in addition to the above-described full or prorated Contract Purchase Price refund.
- By entering into this Contract You agree that: (i) You grant Us permission to contact the Selling Dealership regarding cancellation of this Contract; (ii) Selling Dealership is permitted to contact You regarding cancellation of this Contract; (iii) You further grant Us the authority to take any other action which may be necessary or legally required to accomplish the purposes of the foregoing with regard to Your requested cancellation of this Contract.

The section captioned OUR RIGHT TO CANCEL THIS CONTRACT is deleted in its entirety and in substitution thereof the following language is provided as follows:

We may cancel this Contract by mailing to You a written notice of cancellation to Your last known address according to Our records, provided such notice of cancellation shall (i) be mailed before the 5th day preceding the effective date of the cancellation, (ii) state the effective date of the cancellation, and (iii) state the reason for the cancellation. Notwithstanding the foregoing, We shall not provide prior notice of cancellation if this Contract is cancelled because of: (1) Your nonpayment of the consideration for this Contract; (2) Your fraud or a material misrepresentation to Us; or (3) Your substantial breach of a duty relating to any Covered Vehicle or its use. Upon such cancellation by Us, You will be entitled to a prorated refund of the Contract Purchase Price reflecting a refund calculation based upon the lesser of: (1) the ratio of the term remaining to the original term covered, or (2) the ratio of the miles remaining to the original miles covered, either of which will be decreased by the amount of any claims We paid under this Contract; also, no cancellation fee will be charged.

The section captioned HOW THIS CONTRACT MAY BE TRANSFERRED IS deleted in its entirety and in substitution thereof the following language is provided as follows:

TRANSFER/CANCELLATION APPLICATION

- Transfer. To transfer this Contract, You must notify Administrator and:
 - complete the Transfer Application below
 - mail a photocopy of this Contract to: VSC Department – P.O. Box 29087, Phoenix, AZ 85038-9087
 - enclose a \$50 check or money order payable to SilverRock Automotive, and
 - provide verification that records indicating the Covered Vehicle has been maintained as required by this Contract have been supplied by the Contract Holder to the Covered Vehicle Purchaser.

Transfer shall only be effective when Vehicle Purchaser receives a transfer confirmation letter from Us.

NOTE: The right to cancel this Contract is not transferable to a subsequent holder of this Contract.

- Cancellation. To cancel this Contract, You must notify Us by the following:
 - complete the Cancel Application below, and
 - mail a photocopy of this Contract to: VSC Department – P.O. Box 29087, Phoenix, AZ 85038-9087.

Cancellation terms are as described in the section captioned CANCELLATION REFUNDS.

Name of New Owner

Date of Transfer

Odometer Reading on Date of Transfer

Address

City

State

Zip

Signature of Vehicle Purchaser

Date

Signature of Vehicle Seller

Date



SilverRock

VSC (SR-CV-MuSt) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

Page 9 of 10



CARVANA

CarvanaCare

APPLICATION/CONTRACT NUMBER

CVSC 16825674

The section captioned OTHER IMPORTANT CONTRACT PROVISIONS is deleted in its entirety and in substitution thereof the following language provided as follows:

In return for Your payment for this Contract and subject to its terms, You will be provided with the protection described herein. Our obligations to perform under this Service Contract are insured by BlueShore Insurance Company 1720 W. Rio Salado Pkwy, Tempe, Arizona 85281, (877) 864-2873. You may file a claim and apply for reimbursement directly to BlueShore Insurance Company either: (a) in the event that a covered service is not provided by Us before the 61st day after proof of loss was duly submitted to Us, or (b) in the event that a refund or credit was not paid before the 46th day after the date on which the Contract was cancelled as described herein.

The Selling Dealership agrees that all sums paid by You under the terms of this Contract, excluding a commission earned by the Selling Dealership, shall be submitted on Your behalf to Us and others for the purpose of assuring the payment of Your claims under this Contract. If this Contract is cancelled, then the Selling Dealership is responsible for refunding any unearned part of the commission to Us.

The aggregate total of Our liability for all benefits paid or payable during the term of this Contract shall not exceed the actual cash value of Your Vehicle at the time of Contract purchase. Our limit of liability for any Breakdown or series of Breakdowns related in time or cause shall not exceed the actual cash value of Your Vehicle according to current National Auto Dealers Association standards at the time of Breakdown.

Upon Your receipt of any benefits under this Contract, then We are entitled to all Your rights of recovery against any manufacturer, repairer or other party who may be responsible to You for the costs covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights. You also agree to cooperate and help Us in any other matter concerning this Contract.

This Contract contains the complete agreement between the parties and is not valid unless signed by the Customer.

This Contract will terminate when You sell Your Vehicle, unless transferred as provided in the Transfer Section, or when this Contract is cancelled as outlined in the CANCELLATION REFUNDS section, or when Your Vehicle reaches the time or mileage limitation.

Coverage afforded under this Contract is not guaranteed by Your state's Property and Casualty Guaranty Association.

This Contract is regulated in Texas by the Texas Department of Licensing and Regulation ("Texas Department"). Texas residents may contact the Texas Department with questions or complaints at: P.O. Box 12157, Austin, TX 78711, (800) 803-9202, (512) 463-6599.

UTAH

The following language is added to the section OTHER IMPORTANT CONTRACT PROVISIONS:

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

VIRGINIA

The following language is hereby added to the section captioned OTHER IMPORTANT PROVISIONS:

If any promise made in the contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml to file a complaint.

WASHINGTON

The bullet points under CANCELLATION REFUNDS, in the event that You request a cancellation, are deleted and replaced by the following:

- Within 30 days of the Contract Purchase Date, and have not made any claim, then You shall receive a refund of the full Monthly Payment unless You return the contract 10 or more days after its purchase, in which case We may charge a cancellation fee of \$25.00 that We will retain.
- More than 30 days after the Contract Purchase Date, and have not made any claim, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less a cancellation fee of \$25.00 that We will charge and retain.
- If You return this Contract in accordance with the first (1st) and second (2nd) bullet points above, this Contract is void from the Effective Date and You and We shall be in the same position as if no contract had been issued.
- If a claim has been made, then You shall receive a pro-rata refund, calculated by multiplying the Monthly Payment by the percentage of unused days divided by the total days of the Contract Term, less claims paid and a cancellation fee of \$25.00 that We will charge and retain.
- A 10% penalty per month will be added to a refund that is not paid or credited within thirty (30) days after the return of this Contract to Us.

The first (1st) bullet point under EXCLUSIONS - WHAT THIS VEHICLE SERVICE CONTRACT DOES NOT COVER is deleted and replaced by the following:

- A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance, provided that the failure to maintain the Vehicle involved the failed part or parts.

WISCONSIN

The following language is added to the first (1st) bullet point under CANCELLATION REFUNDS:

- If a provider does not pay or credit a refund within 45 days after the return of a service contract to the provider, the provider shall pay a 10 percent per month penalty of the refund amount outstanding which the provider shall add to amount of the refund.

The following language is added to the third (3rd) bullet point under CANCELLATION REFUNDS:

- In the event of a total loss of property covered by a service contract that is not covered by a replacement of the property pursuant to the terms of the contract, a service contract holder shall be entitled to cancel the service contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

The following language is added to the section captioned OUR RIGHT TO CANCEL THIS CONTRACT:

The Administrator shall mail a written notice to You at Your last-known address contained in the records of the Administrator at least 5 days prior to cancellation by Us. The notice shall state the effective date of the cancellation and the reason for the cancellation. If a service contract is cancelled by Us for a reason other than nonpayment of the provider fee, We shall refund You 100 percent (100%) of the unearned pro rata provider fee, less any claims paid. We may charge a reasonable administrative fee for cancellation, which may not exceed 10 percent of the provider fee.

The following language is added to the section captioned OTHER IMPORTANT CONTRACT PROVISIONS:

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.



VSC (SR-CV-Must) 10-2020

You may contact the Administrator during normal business hours at the following number or address: SilverRock Automotive, Inc
P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

Page 10 of 10



CARVANA

Carvana™ Limited Warranty

LIMITED WARRANTY NUMBER

CVLW 16825674

PLEASE KEEP A COPY OF THIS LIMITED WARRANTY IN YOUR VEHICLE

| CONTRACT HOLDER | | | | | |
|---|-----------------------|--|-------------------------------------|-------------------------------------|---------------------------------------|
| CUSTOMER'S NAME Jordan Tyler Breslow | | | CO-CUSTOMER'S NAME N/A | | |
| ADDRESS 314 S Henderson Rd | | CITY King of Prussia | | STATE PA | ZIP 19406-2449 |
| PHONE NUMBER 2152063562 | | EMAIL ADDRESS jordanbreslow93@gmail.com | | | |
| VEHICLE INFORMATION | | | | | |
| YEAR 2009 | MAKE Mercedes-Benz | MODEL SLK-Class | | | |
| VIN WDBWK54F19F192649 | | CURRENT ODOMETER 3366 | VEHICLE PURCHASE DATE 11/11/2021 | VEHICLE PURCHASE PRICE 21,990.00 | CONTRACT TERM 100 DAYS/4,189 MILES |
| DEALERSHIP | | | | | |
| DEALERSHIP NAME CARVANA, LLC | | PHONE NUMBER 1-800-333-4554 | | DEALERSHIP NUMBER 20502 | |
| ADDRESS 600 CREEK ROAD | | CITY DELANCO | | STATE NJ | ZIP 08075-5210 |

I have read and understand this Limited Warranty ("Limited Warranty"):

Jordan Breslow

Signature of Customer

N/A

Signature of Co-Customer

11/11/2021

Effective Date

Signature of Dealer Representative

COVERAGE: 100 DAY/4,189 MILE LIMITED WARRANTY

- Coverage Term - This portion of the Coverage ends with either of the following, whichever occurs first: (i) 100 days from Vehicle Purchase Date or (ii) when Your Vehicle has been driven 4,189 miles measured from the Current Odometer reading (indicated above).
- Covered Parts - Repairs on all assemblies and parts are covered on Your Vehicle under the 100 Day/4,189 Mile Limited Warranty except the following items or conditions, which are excluded and not covered unless otherwise required by state law:
 - Interior or Exterior Cosmetic Imperfections
 - Replaceable/Wearable Parts
 - Recommended Maintenance
 - Aftermarket Accessories
- In-Network Deductible - \$0; Out-of-Network Deductible - \$50

DEFINITIONS

- "Administrator" means SilverRock Automotive Inc, PO Box 29087, Phoenix, AZ 85038-9087, Toll Free: (866) 628-3905.
- "Breakdown" means that event caused by the total failure of any Covered Part to work as it was designed to work in normal service due to defects in material or workmanship; provided, however, such meaning is specifically limited by those certain conditions under which a failure of a Covered Part is not deemed a Breakdown as identified in the section captioned "Exclusions".
- "Coverage" means the 100 Day/4,189 Mile Limited Warranty as described herein, subject to these terms and conditions.
- "Covered Part" means an item listed as a Covered Part in the applicable "Coverage" sections above.
- "Customer", "Co-Customer", "You", and "Your" mean the individual(s) identified in this Limited Warranty.
- "Dealership", "We", "Us" and "Our" mean Carvana, LLC. This Limited Warranty is provided to You by Us.
- "Interior or Exterior Cosmetic Imperfections" means any physical defects on your vehicle that do not affect the drivability or safety of the vehicle.
- "Recommended Maintenance": means any normal or scheduled maintenance—the parts and services that all vehicles routinely need. This includes, lubrication, engine tune-ups, replacing filters of any kind, coolant, spark plugs, bulbs or fuses (unless those costs result from a covered repair) and cleaning and polishing.
- "Replaceable/Wearable Parts" means any part that is designed to wear down or be replaced with general maintenance of the vehicle. Wearable components include but not limited to your drive belt, tires, brake pads, brake rotors, clutch material (in manual transmissions), wiper blades and fluids.
- "Repair Visit" means a visit to a repair facility to perform a diagnosis, teardown, or a covered repair.
- "Your Vehicle" means the Customer's vehicle identified in this Limited Warranty.



SilverRock

You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905



CARVANA

Carvana™ Limited Warranty

LIMITED WARRANTY NUMBER

CVLW 16825674

YOUR OBLIGATIONS

- (1) In order for this Limited Warranty to remain in force, You must properly operate, care for and maintain Your Vehicle as recommended by Your Vehicle's manufacturer.
- (2) Either You or Your licensed repair facility must obtain the Administrator's authorization number prior to beginning any covered repair.
- (3) You are responsible for paying the Deductible indicated for each Repair Visit.
- (4) You are responsible for authorizing and paying for any teardown or diagnosis time needed to determine if Your Vehicle has a covered Breakdown. In the event the vehicle requires teardown for diagnosis, the repair facility will need to contact the Administrator prior to beginning teardown. If it is subsequently determined that the repair is needed due to a covered Breakdown then We will pay for this part of the repair. If the failure is not a covered Breakdown then You are responsible for this charge.

OUR OBLIGATIONS

- (1) If a covered Breakdown of Your Vehicle occurs during the term of this Limited Warranty, We will:
 - (a) Repair or replace, as the Administrator deems appropriate, the Covered Part(s) which caused the Breakdown if You have met Your obligations and if the Breakdown is not excluded under the Exclusions section. Replacement parts may be of like kind and quality, subject to Administrator's discretion. This may include the use of new, remanufactured or used parts as determined by the Administrator.
 - (b) Reimburse You for a rental car at the rate of up to \$40.00 per day for a maximum of \$400 per Breakdown or series of Breakdowns related in time or cause. The rental car reimbursement benefit is calculated using the total labor time required to repair the Breakdown(s), such that every (8) labor hours (or additional portion thereof) qualifies You for one (1) day of rental car reimbursement. Required labor time is determined from the national repair manual in use by the repair facility. To receive rental benefits you must supply Administrator with Your receipt from a licensed rental agency within ninety (90) days. Administrator is not responsible for rental costs incurred due to delays in the repair process caused by the repair facility.

FOR EMERGENCY ROADSIDE ASSISTANCE – CALL TOLL FREE (888) 300-8607

- Towing. Limit of [\$75] per incident or failure related in time or cause.
- Gasoline and fluids. An emergency supply will be provided when an immediate need arises. Limit of [\$75] per occurrence. You are responsible for cost of fluids delivered.
- Flat tire assistance. Removal and replacement with Your provided spare. Limit of [\$75] per occurrence.
- Lock-out assistance. Service will provide for a locksmith to gain entry to Your Vehicle if the keys are locked inside. Limit of [\$75] per occurrence.
- Battery jump start. A jump start will be provided when an immediate need arises due to a drained battery. Limit of [\$75] per occurrence.

WHAT TO DO IF YOU HAVE A BREAKDOWN

- (1) In the event of a Breakdown, follow this step by step procedure:
 - (a) Use all reasonable means to protect Your Vehicle from further damage. This may require You to stop Your Vehicle in a safe place, turn off the engine, and have Your Vehicle towed.
 - (b) Instruct Your repair facility to contact the Administrator at Toll Free (866) 628-3905 for instructions before any repairs are started on Your Vehicle. All repair work must be performed by a licensed repair facility.
 - (c) Furnish the repair facility or Administrator with such information as this Limited Warranty may reasonably require. This includes receipts for towing and signed repair orders (indicating dates and mileage).
- (2) If Your Vehicle requires an emergency repair outside of the Administrator's normal business hours, then You must fulfill Your Obligations and retain any replaced parts for the Administrator's inspection. You must contact the Administrator the next business day for instructions on submitting the claim. For an emergency repair to a Covered Part Your claim will not be denied solely for lack of prior authorization. "Emergency repair" means only repair outside of Administrator's normal business hours.
- (3) Absent prior written approval by Administrator, all claim documentation must be received by Administrator within ninety (90) days of claim authorization date.

COVERAGE EXCLUSIONS

- (1) All parts or services not specifically listed as Covered Parts under the applicable Covered Parts section of this Limited Warranty are not covered.
- (2) This Limited Warranty provides no benefits or coverage and We have no obligation under this Limited Warranty for:
 - (a) A Breakdown caused by lack of customary, proper, or manufacturer's specified maintenance.
 - (b) A Breakdown caused by contamination of or lack of proper fuels, fluids, coolants or lubricants, including a Breakdown caused by a failure to replace seals or gaskets in a timely manner.
 - (c) A Breakdown caused by towing a trailer, another vehicle or any other object unless Your Vehicle is equipped for this use as recommended by the manufacturer.
 - (d) Repair of any parts during a covered repair which are not necessary to the completion of the covered repair or were not damaged by the failure of a Covered Part. Such replacement is considered betterment and is not covered.
 - (e) A Breakdown caused by or involving modifications or additions to Your Vehicle or Covered Parts unless those modifications or additions were performed or recommended by the manufacturer.
 - (f) A Breakdown caused by or involving off-roading, misuse, abuse, lift kits, lowering kits, oversize or undersize tires, racing components, racing or any form of competition.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

JB



CARVANA

Carvana™ Limited Warranty

LIMITED WARRANTY NUMBER

CVLW 16825674

- (g) Any repair which would normally be provided by Your Vehicle manufacturer, a repair shop or part supplier under their respective warranty(s).
- (h) Costs or other damages caused by the failure of a part not listed under Covered Parts.
- (i) Damage to Your Vehicle caused by continued vehicle operation after the failure of a Covered Part.
- (j) Any liability, cost or damages You incur or may incur to any third parties other than for Administrator approved repair or replacement of Covered Parts which caused a Breakdown.
- (k) A Breakdown caused by overheating, rust, corrosion, or physical damage.
- (l) A Breakdown or damage to Your Vehicle caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, riot, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting Your Vehicle.
- (m) A Breakdown not occurring in the United States or Canada.
- (n) Loss of use, loss of time, lost profits or savings, inconvenience, commercial loss, or other incidental or consequential damages or loss that results from a Breakdown.
- (o) Liability for damage to property, or for injury to or death of any person arising out of the operation, maintenance, or use of Your Vehicle whether or not related to a Breakdown.
- (p) Any cost or other benefit for which the manufacturer has announced its responsibility through any means including public recalls or factory service bulletins.
- (q) Any part not covered by, or excluded by Your Vehicle's manufacturer's warranty.
- (r) Adjustments of or to, repair or replacement of any Covered Part if a Breakdown has not occurred or if the wear on that part has not exceeded the field tolerances allowed by the manufacturer.
- (s) A Breakdown if your odometer fails, or for any reason does not record the actual mileage of Your Vehicle after purchase date and You do not have it repaired and the mileage certified within thirty (30) days of failure date.
- (t) A Breakdown if Your Vehicle is used for business, deliveries, construction, or commercial hauling; Your Vehicle is used as a postal vehicle, taxi, police car or other emergency vehicle; You rent Your Vehicle to someone else; Your Vehicle is equipped with a snow plow or used to plow snow; You are using or have used or modified Your Vehicle in a manner which is not recommended by the Vehicle manufacturer.
- (u) Exclusion of Airbags: We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the Vehicle unless otherwise disclosed to you on the AutoCheck Vehicle History Report. You acknowledge that We have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and You accept the Vehicle without representation or warranty from us. You further acknowledge that You had the opportunity to have the airbag(s) checked by someone of your choice prior to the completion of the sale.

LIMITATION OF LIABILITY

Our total liability for any amounts paid or payable by Us to You under this Limited Warranty shall not exceed the Vehicle Purchase Price as listed in the Vehicle Information Section on Page 1 (excluding tax, title, and license fees), unless otherwise prohibited by law.

OTHER IMPORTANT PROVISIONS

- (1) This Limited Warranty will terminate when You sell Your Vehicle, when Your Vehicle reaches the time or mileage limitation, or You reach the Limit of Liability, whichever occurs first.
- (2) This Limited Warranty and its benefits are not transferable to any other vehicle owner and apply only to the Customer named above.
- (3) All implied warranties which may arise under state law, including all implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this Limited Warranty. Some states do not allow limitations on how long an implied warranty lasts so the above limitations or exclusions may not apply to you.
- (4) This Limited Warranty does not cover any incidental, consequential, punitive, or other special damages. Some states do not allow the limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to you.
- (5) This Limited Warranty gives You specific legal rights, and you may also have other rights which vary from State to State.



You may contact the Administrator during normal business hours at the following number or address:

P.O. Box 29087, Phoenix, AZ 85038-9087 • (866) 628-3905

JB



Voluntary Authorization for Electronic (ACH) Payments

Name of Buyer or Co-Buyer ("you" and "your"):

Jordan Tyler Breslow

The "Contract" is your Carvana motor vehicle retail installment contract or lease contract. The terms "we," "us," and "our" mean Carvana and Bridgecrest Credit Company and its and their assigns and successors (including any designated service providers) with respect to the Contract and this Voluntary Authorization for Electronic (ACH) Payments (the "Automatic Payments Agreement"). The electronic funds transfer system we use to initiate transactions to your deposit account is called the Automated Clearing House ("ACH").

Your Authorization for ACH Payments:

Your Deposit Account #:

1000844223

9-Digit ABA Routing/Transit #:

031908485

Account Type:

Checking

You agree to help us verify your deposit account information upon request, by providing a voided check, deposit slip and other assistance and information.

Recurring ACH Payments:

You authorize us to initiate recurring monthly ACH debits (monthly deductions) to your deposit account in the amount of your regularly scheduled payment and on the due date as specified in your Contract or other date agreed upon by you and us. If your deduction amount will vary, for example, due to other fees, charges or prepayment, we will notify you of the revised amount. The notice will provide the actual amount and the date of the deduction.

This authorization will expire automatically either on the date the Contract is paid in full or one month prior to your last scheduled payment. If we deduct your last scheduled payment from your deposit account, we may also deduct any additional amounts owed under the Contract, such as fees or other charges. If we do not deduct your last scheduled payment from your deposit account, we will notify you of such and send you a final bill with your last payment instructions and amount.

You understand and agree that these ACH debits may be made to your deposit account on the next business day after any payment due date that falls on a weekend, holiday, or other day when we or depository institutions are not open. You authorize us to initiate electronic credit entries by ACH at any time to correct any errors we might make or at any time to otherwise provide a refund.

Cancelling Payments and Other Terms:

We may cancel this Automatic Payments Agreement at any time and for any reason, without giving you advance notice. Even if this happens, you must still make your Contract payments on or before the due dates scheduled in the Contract. You may cancel this authorization at any time by notifying us at least three business days prior to the date that you'd like the cancellation to be effective. You can cancel online, by phone or using any other method we communicate to you. Contact your depository institution directly for more information about how to cancel ACH debits through the depository institution. You certify the information shown is correct and complete to the best of your knowledge and that you are individually authorized to have funds deducted from the designated deposit account to make your Contract payments. You agree we did not require you to sign this Automatic Payments Agreement and that you voluntarily elected to do so for your convenience and to make payments required by the Contract.

You agree to keep sufficient funds in your deposit account to pay the full amount of these payments on the dates scheduled. If an ACH debit to your deposit account is returned to us unpaid due to insufficient funds, you understand and agree that we may initiate additional ACH debits to your deposit account after that in an effort to collect payment to the extent allowed by the ACH rules. You understand that you are liable to us for any fees that may be due under the Contract if any payment is late or returned to us unpaid and/or additional interest, as allowed by the Contract and applicable law. If your depository institution returns an ACH debit, we have the right to end your automatic payments. Failure to exercise this right is not a waiver of the ability to do so at a later time.

By signing this form electronically on the date shown below, you acknowledge that you have read this Automatic Payments Agreement, agree to all its terms and conditions and will keep a completed copy of this form for your records.

Signature:*Jordan Breslow***Date:**

11/11/2021

GUÍA DEL COMPRADOR

IMPORTANTE: Las promesas verbales son difíciles de hacer cumplir. Solicite al concesionario que ponga todas las promesas por escrito. Conserve este formulario.

| | | | |
|--------------------|-----------|------|---|
| Mercedes-Benz | SLK-Class | 2009 | WDBWK54F19F192649 |
| MARCA DEL VEHÍCULO | MODELO | AÑO | NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN) |

GARANTÍAS PARA ESTE VEHÍCULO:

☐ COMO ESTÁ - SIN GARANTÍA DEL CONCESIONARIO

EL CONCESIONARIO NO PAGARÁ NINGUNA REPARACIÓN. El concesionario no provee una garantía para reparaciones hechas después del momento de la venta.

☐ GARANTÍA DEL CONCESIONARIO

☐ GARANTÍA COMPLETA.

☐ GARANTÍA LIMITADA. El concesionario pagará el 100 % de la mano de obra y el 100 % de las partes de los sistemas cubiertos que fallen durante el período de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las *garantías implícitas*, según las leyes de su estado, podrían darle derechos adicionales.

SISTEMAS CUBIERTOS:

DURACIÓN:

Se aplicará un deducible de \$50 por cada visita de reparación fuera de la red de proveedores. Visitas de reparación dentro de la red de proveedores no requieren un deducible.

GARANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:

☐ LA GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para algunos de los componentes del vehículo.

☐ SE APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.

☐ SE APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.

Pídale al concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las obligaciones de reparación.

☒ CONTRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las *garantías implícitas* según las leyes de su estado podrían darle derechos adicionales.

PREGÚNTELE AL CONCESIONARIO SI SU MECÁNICO PUEDE INSPECCIONAR EL VEHÍCULO DENTRO O FUERA DEL CONCESIONARIO.

OBTENGA UN INFORME DEL HISTORIAL DEL VEHÍCULO Y VERIFIQUE SI EXISTEN RETIROS POR DEFECTOS DE SEGURIDAD PENDIENTES. Para información sobre cómo obtener un Informe del Historial del Vehículo, visite el sitio ftc.gov/carrosusados. Para verificar si existen retiros por defectos de seguridad pendientes, visite safercar.gov. Para aprovechar al máximo los recursos de estos sitios necesitará el número de identificación de vehículo (VIN) mostrado anteriormente.

CONSULTE EL DORSO para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.

GUÍA DEL COMPRADOR

IMPORTANTE: Las promesas verbales son difíciles de hacer cumplir. Solicite al concesionario que ponga todas las promesas por escrito. Conserve este formulario.

Mercedes-Benz

SLK-Class

2009

WDBWK54F19F192649

MARCA DEL VEHÍCULO

MODELO

AÑO

NÚMERO DE IDENTIFICACIÓN DEL VEHÍCULO (VIN)

GARANTÍAS PARA ESTE VEHÍCULO:

☐ SOLO GARANTÍAS IMPLÍCITAS

El concesionario no hace ninguna promesa de reparar lo que sea necesario cuando compre el vehículo o posteriormente. Sin embargo, las *garantías implícitas* según las leyes estatales podrían darle algunos derechos para hacer que el concesionario se encargue de ciertos problemas que no fueran evidentes cuando compró el vehículo.

☐ GARANTÍA DEL CONCESIONARIO

☐ GARANTÍA COMPLETA.

☐ GARANTÍA LIMITADA. El concesionario pagará el 100% de la mano de obra y el 100% de las partes de los sistemas cubiertos que fallen durante el período de garantía. Pídale al concesionario una copia de la garantía y de cualquier documento que le explique la cobertura, las exclusiones y las obligaciones de reparación del concesionario. Las *garantías implícitas*, según las leyes de su estado, podrían darle derechos adicionales.

SISTEMAS CUBIERTOS:

DURACIÓN:

Se aplicará un deducible de \$50 por cada visita de reparación fuera de la red de proveedores. Visitas de reparación dentro de la red de proveedores no requieren un deducible.

GARANTÍAS QUE NO PERTENECEN AL CONCESIONARIO:

☐ LA GARANTÍA DEL FABRICANTE TODAVÍA APLICA. La garantía original del fabricante no ha expirado para algunos de los componentes del vehículo.

☐ SE APLICA LA GARANTÍA DEL FABRICANTE PARA VEHÍCULOS USADOS.

☐ SE APLICA OTRA GARANTÍA PARA VEHÍCULOS USADOS.

Pídale al concesionario una copia del documento de garantía y una explicación de la cobertura, las exclusiones y las obligaciones de reparación.

☒ CONTRATO DE MANTENIMIENTO. Con un cargo adicional, puede obtener un contrato de mantenimiento para este vehículo. Pregunte acerca de los detalles de la cobertura, los deducibles, el precio y las exclusiones. Si compra un contrato de mantenimiento dentro de los 90 días desde el momento en que compró el vehículo, las *garantías implícitas* según las leyes de su estado podrían darle derechos adicionales.

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CONSULTE EL DORSO para obtener más información, incluyendo una lista de defectos importantes que pueden ocurrir en vehículos de motor usados.

A continuación podrá encontrar una lista de los defectos principales que podrían ocurrir en vehículos usados.

Chasis y carrocería

Grietas en el chasis, soldaduras correctivas u oxidadas
Descuadrado: chasis doblado o torcido

Motor

Pérdidas de aceite, excepto las filtraciones normales
Bloque o cárter con grietas
Correas ausentes o fuera de servicio
Golpes o fallas relacionados con levantadores de levas o bielas
Descarga del escape fuera de lo normal

Transmisión y eje motor

Nivel inadecuado de fluido o pérdidas excepto filtraciones normales
Grietas o daños visibles en la caja.
Ruidos o vibraciones fuera de lo normal ocasionadas por la transmisión o el eje motor
Cambios o funcionamiento inadecuados en cualquier velocidad
Patinados o vibraciones del embrague manual

Diferencial

Nivel inadecuado de fluido o pérdidas excepto filtraciones normales
Grietas o daños visibles en el cárter del diferencial
Ruidos o vibraciones fuera de lo normal ocasionadas por fallas en el diferencial.

Sistema de enfriamiento

Pérdidas, incluidas las del radiador
Funcionamiento inadecuado de la bomba de agua

Sistema eléctrico

Pérdidas en la batería
Funcionamiento inadecuado del alternador, generador, batería o arrancador

Sistema de combustible

Pérdidas visibles

Accesorios fuera de servicio

Indicadores o dispositivos de advertencia
Aire acondicionado
Calefacción y Desempañador

Sistema de frenos

Luz de advertencia de fallas rota
Falta de firmeza cuando se presiona el pedal (según especificaciones del Departamento de Transporte [DOT])
Distancia insuficiente del pedal (según especificaciones del DOT)
El vehículo no se detiene en línea recta (según especificaciones del DOT)
Mangueras dañadas
Tambor o rotor muy delgados (según especificaciones del fabricante)
Grosor de la placa o del revestimiento inferior que 1/32 pulgadas
Unidad de potencia fuera de servicio o con pérdidas
Partes estructurales o mecánicas dañadas

Bolsas de aire

Sistema de dirección

Demasiado juego en el volante (según especificaciones del DOT)
Juego mayor a 1/4 de pulgada en el varillaje.
El mecanismo de dirección se traba
Alineación inadecuada de las ruedas frontales (según especificaciones del DOT)
Grietas o deslizamientos en las correas de la unidad de potencia
Nivel inadecuado de fluidos de la unidad de potencia

Sistema de suspensión

Juntas de rótula dañadas
Partes estructurales dobladas o dañadas
Barra estabilizadora desconectada
Resorte roto
Cojinete del amortiguador suelto
Cojinetes de caucho dañados o ausentes
Biela dañada o ausente
Amortiguador con pérdidas o con funcionamiento inadecuado

Neumáticos

Profundidad de las ranuras menor que 2/32 de pulgada
Tamaños que no corresponden
Daños visibles

Ruedas

Grietas, daños o reparaciones visibles
Tomillos de sujeción sueltos o ausentes

Sistema de escape

Pérdidas
Convertidor catalítico

NOMBRE DEL CONCESIONARIO

CARVANA, LLC

DIRECCIÓN DEL CONCESIONARIO

600 CREEK ROAD

DELANCO, NJ 08075-5210

TELÉFONO

1-800-333-4554


CORREO ELECTRÓNICO

DL-CarvanaPhoenixAdvocate@carvana.com

PARA QUEJAS DESPUÉS DE LA VENTA COMUNÍQUESE CON:

IMPORTANTE: La información de este formulario es parte de cualquier contrato para comprar este vehículo. Quitar esta etiqueta antes de la compra del consumidor (excepto a los fines de realizar una prueba de conducción) es una infracción a la ley federal (16 C. F. R. 455).

Retail Purchase Agreement - New Jersey -

| | | | | |
|---|-----------------------|-------------------------------|---------------------|-----------------|
| BUYER | | Jordan Tyler Breslow | | |
| ADDRESS LINE 1 | | 314 S HENDERSON RD | | |
| ADDRESS LINE 2 | | | | |
| CITY, STATE, ZIP | | KING OF PRUSSIA PA 19406-2449 | | |
| PHONE(S) | RES. 2152063562 | BUS. | | |
| VEHICLE BEING PURCHASED | | | | |
| Year 2009 | Make Mercedes-Benz | Model SLK-Class | Body Convertible | |
| Lic. Plate # | License Tab # | Expires | Mileage 3366 | Color Silver |
| VIN # WDBWK54F19F192649 | | | | |
| <p>Dealership provides an express limited warranty. Buyer has a copy of the limited warranty agreement. No other express or implied warranties are made by the Dealership and there will be no implied warranties of merchantability or fitness for a particular purpose unless required by applicable law. Seller does not have to make any repairs on this vehicle, except as required under the limited warranty and applicable state law. Buyer(s) may also have other rights that vary from state to state.</p> <p>Buyer(s) ("you") and Dealership ("we") agree that this Retail Purchase Agreement (this "Agreement") is governed by federal law and the law of the state of the Dealership Address listed above. We are agreeing to sell to you and you are agreeing to buy from us the Vehicle at our licensed dealership location shown above, subject to the terms and conditions of this Agreement. We agree to transfer to you and you agree to accept title and ownership of the Vehicle in the state of the Dealership Address listed above. When we transfer title and ownership of the Vehicle to you, you may take delivery of the Vehicle from us at our licensed dealership location shown above or you may make arrangements with us to have the Vehicle transported to another mutually agreed-upon location for your pick-up.</p> | | | | |
| TRADE IN VEHICLE #1 | | | | |
| Year N/A | Make N/A | Model N/A | Body | |
| Lic. Plate # N/A | License Tab # | Expires | Mileage N/A | Color N/A |
| VIN # N/A | | | | |
| TRADE IN VEHICLE #2 | | | | |
| Year N/A | Make N/A | Model N/A | Body | |
| Lic. Plate # N/A | License Tab # | Expires | Mileage N/A | Color N/A |
| VIN # N/A | | | | |
|  | | | | |
| Buyer's Initials | | | | |

Date 11/11/2021 Phone 1-800-333-4554Dealership CARVANA, LLCAddress 600 CREEK ROADCity, State, Zip DELANCO, NJ 08075-5210Stock Number 2001336595

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

LA INFORMACION QUE VE ADHERIDA EN LA VENTANILLA FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN ELLA PREVALECE POR SOBRE TODA OTRA DISPOSICION INCLUIDA EN EL CONTRATO DE COMPRAVENTA.

| | |
|--|---------------------|
| Selling Price | \$21,990.00 |
| State License Registration Fee | \$39.00 |
| State Title Fee | \$58.00 |
| License Plate - Electronic Issuance Fee | \$17.00 |
| Lien Filing Fee | \$28.00 |
| Montgomery Local Use Fee | \$5.00 |
| Gap Coverage | \$795.00 |
| Service Contract, paid to SilverRock | \$1,825.00 |
| Delivery Fees | \$490.00 |
| Sales Tax | \$1,458.30 |
| Subtotal (Selling Price + Delivery Fee + Fees + Taxes) | \$26,705.30 |
| Balance Due (Subtotal) | \$26,705.30 |
| TOTAL BALANCE DUE (BALANCE DUE + TRADE-IN BALANCE) | \$26,705.300 |

FINANCE CHARGE

The dollar amount the credit will cost you

\$ 17,148.65

If financed, interest charged on the principal amount.
See Retail Installment Contract for more information.

NOTICE TO THE BUYER(S): THE PAYOFF BALANCE REFERRED TO IN ESTIMATED PAY-OFF AND THE FEES REFERRED TO IN THE ABOVE LINE ITEMS ARE ESTIMATES, AT THE TIME THE BALANCES AND FEES ARE VERIFIED AND CONTRACT DETERMINED, APPROPRIATE ADJUSTMENTS, IF NECESSARY, WILL BE MADE. ANY DIFFERENCE IN THE PAYOFF AMOUNT IS THE RESPONSIBILITY OF THE BUYER(S).

Carvana Vehicle Return Program

We will give you the ability to return the Vehicle to Carvana and terminate this retail purchase agreement and any retail installment contract executed in connection herewith so long as:

1. You have not returned, exchanged, or swapped more than two (2) prior Vehicles to Carvana in connection with any Retail Purchase Agreements or Retail Installment Contracts associated with this transaction.
 - i. If you have returned, exchanged, or swapped two (2) prior Vehicles in connection with this transaction, you will be given a one-time opportunity to decline or accept the third and final Vehicle either during the delivery or pick-up appointment unless otherwise approved by Carvana.
2. You alert Carvana by phone, text, email, or chat prior to 8pm EST on the 7th calendar day after you take delivery of the Vehicle. The day your Vehicle is delivered, regardless of delivery time, will count as the first day of your seven (7) day test own;
3. You return the Vehicle in one of two ways:
 - i. Within a Carvana service area: you make the Vehicle available for pick up by a Carvana representative at a predetermined time and location the following business day. Cost of pickup will be paid by Carvana. Service area is designated by zip code and subject to change without prior notice.
 - ii. Outside of a Carvana service area: Carvana will arrange for transport of the Vehicle. The cost will be paid by you. Service area is designated by zip code and subject to change without prior notice.
4. The Vehicle is free of all liens and encumbrances other than the lien created in your favor by any applicable retail installment contract executed between you and Carvana;
5. The Vehicle is in the same condition you received it except for reasonable wear and tear (evidence of smoking in the Vehicle during the 7 Day Test Own is not considered reasonable wear and tear) and any mechanical problem that becomes evident after delivery that was not caused by you;
6. You have not driven it more than 400 miles;
7. The Vehicle is without damage or having been in an accident that occurred after you took delivery of the Vehicle?
8. If the Vehicle is driven more than 400 miles, at Carvana's election you will pay \$1.00 per mile for each mile the Vehicle was driven over 400 miles. If you return your Vehicle and had traded in a vehicle to us, we will return your trade to you only after you have paid all fees required for the return of the Vehicle. Required fees may not be paid by personal check. Required fees will be deducted from your down payment refund. If you paid your down payment via ACH transaction, we will pay you and/ or return your trade in by the earlier of (a) when you provide evidence that the ACH transaction was cleared, or (b) 15 business days after your purchase of the Vehicle. So long as you meet all conditions for return of the Vehicle outlined above, Carvana will not report this account to the credit bureaus.
9. Any Trade-In vehicles with current liens which are involved in this transaction will be paid off once sale is complete and after the test own period ends. You should continue to make payments on liens if payment is due within your test own period. The lien holder of the Trade-In vehicle will reimburse you for any over-payment after the transaction is complete.

Trade in Representation and Warranty: You represent and warrant that the trade-in described in the Buyer's order/Purchase Agreement, if any, has not been misrepresented and air pollution equipment is on the trade-in and is working, you will provide to us a Certificate of Title (or documents that allow us to obtain it), free of any lien(s) or encumbrance(s), (i.e. titling issues, child support or amounts due to government titling or registration agency,) and you have the right to sell the trade-in.

General: At time of delivery, or at any time during your 7 Day Test Own period, you may reject your vehicle and terminate your vehicle financing and purchase for any reason.

In certain states, dealers may not place any insignia that advertises the dealer's name on a vehicle unless the Buyer consents thereto in the purchase contract for such vehicle. Unless Buyer notifies dealer otherwise in writing, Buyer hereby expressly consents to the placement of Carvana's name on the vehicle's license plate cover. Buyer expressly waives any compensation for the placement of dealer's name on the vehicle.

Default: You will be in default if any of the following occurs (except as may be prohibited by law): 1. You gave us false or misleading information on carvana.com or on the telephone, via email or text message, in person, or any other communication medium in connection with the purchase of the Vehicle relating to this Agreement; 2. If we cannot verify any information that you have provided us; 3. If we discover a material adverse change in any information you provided us during our review process; 4. If you do not cooperate in the verification and review process described below; 5. You fail to keep any other agreement or promise you made in this Agreement and/or any retail installment contract executed in connection herewith.

Assignment: You may not assign your rights under this Agreement and/or any retail installment contract executed in connection herewith without our permission.

After-sale Review and Verification Process: The Vehicle sold to you is subject to an after-sale review and verification of the information you have provided to us. You agree to cooperate with the after-sale review and verification process.

Limitation on Damages: Unless prohibited by law, you shall not be entitled to recover from us any consequential, incidental or punitive damages, damages to property or damages for loss of use, loss of time, loss of profits, or income or any other similar damages. We are not liable for any failure or delay in delivering the vehicle to you if it is beyond our control, not our fault or we are not negligent.

References: To the extent you are financing your purchase with us, we may contact your employer or your references to verify the information you provided to us in connection with this Agreement.

Odometer (mileage): Each of your and our representations regarding odometer readings are subject to information provided by others, including government agencies. We each understand that this information is not always accurate. As permitted by applicable law, neither us is responsible for any inaccuracies in this information to the extent it is not the party's fault.

Disclosure on Airbags: We disclaim any knowledge of, and make no representation or warranty as to the condition or operability of the airbag(s) on the vehicle unless otherwise disclosed to you on the Carfax Vehicle History Report. You acknowledge that we have not made any representations, oral or in writing, as to the condition or operability of the airbag(s), and you accept the vehicle without representation or warranty from us. You further acknowledge that you had the opportunity to have the airbag(s) checked by someone of your choice prior to the expiration of your 7 Day Test Own Period.

Liability Insurance: You understand that state law requires you to purchase and maintain liability insurance. We do not provide liability insurance for you and it is not included in your Agreement. Your choice of insurance providers will not affect our decision to sell you the vehicle.

Record Retention: You agree that we may maintain documents and records related to the vehicle and the Agreement electronically, including, but not limited to, documents and record images, and that we may dispose of original documents. You agree that a copy of any such electronic records may be used and shall be deemed to be the same as an original in any arbitration, judicial, or non-judicial or regulatory proceeding related to the vehicle.

Arbitration Agreement: The arbitration agreement entered into between you and Dealer is incorporated by reference into and is part of this Agreement.

NOTICE: Carvana, LLC allows you to finance applicable sales/use taxes assessed on ancillary products (vehicle service contract, GPS, GAP Coverage). Whether you finance your vehicle purchase or pay cash, if your vehicle is registered in the state where you purchased your vehicle, Carvana will remit the applicable sales/use tax on ancillary products to that state on your behalf. Unless required by state law, if your vehicle is registered in a state that is not the state where you purchased the vehicle, Carvana will not collect or remit to the state of vehicle registration any applicable sales/use tax on ancillary products on your behalf unless you live in Kansas, Louisiana, or Pennsylvania.

Buyer(s) acknowledges receipt of a copy of this Agreement. No oral agreements or understandings apply.
This agreement is not binding until accepted by an authorized representative of Carvana.

Buyer

Jordan Tyler Breslow

Accepted By

Carvana



I certify that:

- I am not in the process of filing a Bankruptcy nor am I in an active Bankruptcy
- OR
- I have provided Carvana with appropriate documentation regarding a Bankruptcy filing to proceed with the transaction

x *Jordan Breslow*

Jordan Tyler Breslow

COPY VIEW

CREDIT REPORTING NOTICE

Thank you for being a Carvana customer. We know you have other choices and we appreciate you choosing us to assist you.

We report all information, positive and negative. "Negative information" means information concerning delinquencies, late payments, missed payments, or any form of default. If you believe any information we have reported is inaccurate please notify us immediately in writing at the address below.

If you have any questions about any of our programs or your credit reporting, Please feel free to call us at 877-235-9900 or write us at 1930 W Rio Salado Pkwy, Tempe, AZ 85281, Attn: Credit Bureau Disputes

Have a great day!

Jordan Breslow

COPY VIEW

ODOMETER DISCLOSURE STATEMENT (Retail)

DATE OF STATEMENT 11/11/2021

Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, CARVANA, LLC. state that the odometer now reads

3366 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked:

☐

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐

- (2) I hereby certify that the odometer reading is NOT the actual mileage.
WARNING -- ODOMETER DISCREPANCY

YEAR 2009 MAKE Mercedes-Benz MODEL SLK-Class

BODY TYPE Convertible VEHICLE ID NO. WDBWK54F19F192649

TRANSFEROR'S NAME CARVANA, LLC.
(PRINTED NAME)

TRANSFEROR'S ADDRESS 600 CREEK ROAD
(STREET)

DELANCO
(CITY)

NJ
(STATE)

08075-5210
(ZIP)

TRANSFEROR'S NAME ☒ *Paul Breux*
(SIGNATURE) Paul Breux

TRANSFeree'S NAME Jordan Tyler Breslow
(PRINTED NAME)

TRANSFeree'S ADDRESS 314 S Henderson Rd
(STREET)

King of Prussia
(CITY)

PA
(STATE)

19406-2449
(ZIP)

TRANSFeree'S NAME ☒ *Jordan Breslow*
(SIGNATURE) Jordan Tyler Breslow

ARBITRATION AGREEMENT

NOTICE OF ARBITRATION AGREEMENT

We both agree that if we have a dispute, either of us can decide to resolve it by using arbitration. Arbitration is a formal process for resolving disputes without going to court. If you want to learn more about arbitration, please navigate to the following links in your browser:

- <http://info.adr.org/consumer-arbitration/>
- <https://www.jamsadr.com/adr-arbitration>

If you wish, **you can decide to opt out and reject this arbitration agreement** but to reject this arbitration agreement you will need to follow the instructions under the heading "Your Right to Reject this Agreement". You will need to act in the next 30 days or you lose your right to reject this arbitration agreement. It is your choice.

By choosing arbitration, we are both giving up our right to go to court (except small claims court) to resolve our dispute. In arbitration a neutral person, called an arbitrator, listens to both of us and decides how our dispute is resolved. Arbitrator decisions are enforceable, just like a court order. Unlike court orders, these decisions are subject to very limited review by a court. Once a decision is made it is final, except in very limited circumstances.

In arbitration, we both give up our right to a judge or jury, and, as a result, there is no jury trial. However, if either of us elects to use small claims court to resolve the dispute, the dispute will be resolved in small claims court rather than arbitration.

If you or we choose arbitration, only our individual claims will be arbitrated. Claims by groups of individuals or "Class" arbitrations, are not allowed. By choosing to arbitrate, you will be giving up your right to participate in a class action or a private attorney general action in court or in arbitration with respect to the dispute.

Arbitration rules are generally simpler and more limited than court rules. If you want to learn more about the rules and how they work, navigate to the following link in your browser:

- https://www.adr.org/sites/default/files/Consumer_Rules_Web.pdf
- <https://www.jamsadr.com/rules-streamlined-arbitration/>

The Arbitration Agreement also explains what the fees and costs for the arbitration will be, and who will pay them.

This is only a summary. As with all legal agreements, please read the entire agreement carefully before you sign.

Unless you opt out of the Arbitration Agreement, it will substantially affect your rights in the event of a dispute between you and us.

"Us/We/Our" means Carvana, any purchaser, assignee or servicer of the Contract, all of their parent companies, and all subsidiaries, affiliates, predecessors and successors, and all officers, directors and employees of any of the foregoing. "Us/We/Our" also means any third party providing any product or service in connection with or incidental to the Contract, the sale of the vehicle and/or other goods or services covered by the Contract and/or related to the vehicle, if such third party is named as a co-defendant with us in a Claim you assert. "Us/We/Our" have these meanings only for this Agreement. This Agreement is part of, and is hereby incorporated into, the Contract. However, whenever in this Agreement the term "Contract" is used, it does not include this Agreement.

"You/Your" means you and/or any of your heirs or personal representatives.

"Contract" means the Retail Purchase Agreement (in Texas, the Buyer's Order) and/or the related Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) you signed with us in connection with this purchase, and any prior Retail Purchase Agreement (in Texas, Buyer's Order) and/or Retail Installment Contract and Security Agreement (in California, Conditional Sales Contract and Security Agreement) that you previously had with us.

"Agreement" means this Arbitration Agreement.

"Including" and "includes" means "including but not limited to."

This Agreement describes how a Claim may be arbitrated instead of litigated in court.

"Claim" means any claim, dispute or controversy between you and us arising from or related to one or more of the following:

- (a) The Contract.
- (b) The vehicle or the sale of the vehicle.
- (c) The provision or sale of any goods and services like warranties, insurance and extended service contracts covered by the Contract or related to the vehicle.
- (d) The relationships resulting from the Contract.
- (e) Advertisements, promotions or oral or written statements related to the Contract.
- (f) The financing terms.
- (g) Your credit applications.
- (h) The origination and servicing of the Contract.
- (i) The collection of amounts you owe us.
- (j) Any repossession, or replevin, of the vehicle.
- (k) Your personal information.
- (l) The rescission or termination of the Contract.

"Claim" has the broadest reasonable meaning. It includes claims of every kind of nature. This includes initial claims, counterclaims, cross-claims, third-party claims, statutory claims, contract claims, negligence and tort claims (including claims of fraud and other intentional torts). However, notwithstanding any language in this Agreement to the contrary, a "Claim" does not include a dispute about validity, enforceability, coverage or scope of this Agreement (including, without limitation, the paragraph below captioned "No Class Actions or Private Attorney General Actions," the final sentence under the paragraph below captioned "Miscellaneous" and/or this sentence); any such dispute is for a court, and not an arbitrator to decide. This exclusion from the definition of a "Claim" does not apply to any dispute or argument that concerns the validity or enforceability of the Contract as a whole; any such dispute or argument is for the arbitrator, not a court, to decide.

Even if you and we elect to litigate a Claim in court, you or we may elect to arbitrate any other Claim, including a new Claim in that lawsuit or any other lawsuit. Nothing in that litigation waives any rights in this Agreement.

However, notwithstanding any language in this Agreement to the contrary, the term "Claim" does not include (i) any self-help remedy, such as repossession or sale of any collateral given by you to us as security for repayment of amounts owed by you under the Contract; or (ii) any individual action in court by one party that is limited to preventing the other party from using such self-help remedy and that does not involve a request for damages or monetary relief of any kind. Also, we will not require arbitration of any individual Claim you make in small claims court or your state's equivalent court, if any. If, however, you or we transfer or appeal the Claim to a different court, we reserve our right to elect arbitration.

Your Right to Reject this Agreement. You have the right to reject this Agreement, in which event neither you nor we will have the right to require arbitration of any Claims. Rejection of this Agreement will not affect any other aspect of your Contract. In order for you to reject this Agreement, we must receive a notice in writing ("Rejection Notice") from you within 30 days of the day you enter into the Contract, stating that you reject the Agreement. Any notice received after 30 days from the Contract date will not be accepted. The Rejection Notice must include your name, address and Vehicle Identification Number (VIN). You may email the notice to arbitrationoptout@carvana.com or you may mail it to us at: Attn: Carvana Legal, 1930 W Rio Salado Pkwy, Tempe, AZ 85281. Emailed notices must be received by 11:59pm, Arizona time, on the 30th day from the contract date. If mailed, it must be sent via certified mail, return receipt requested. Upon receipt of your Rejection Notice, we will refund your postage cost up to \$6.70. We will not refund postage cost for late notices. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. If you reject this Agreement, that will not constitute a rejection of any prior arbitration between you and us.

Selection of Arbitration Administrator. Unless prohibited by applicable laws, any Claim shall be resolved, on your election or ours, by arbitration under this Agreement.

You may select as the administrator either of the organizations listed at the end of this Agreement. If we want to arbitrate, we will tell you in writing. That may include a motion to compel arbitration that we file in court. You will have 20 (twenty) days to select the administrator (or, if you dispute our right to require arbitration of the Claim, 20 (twenty) days after that dispute is finally resolved). If you do not choose an administrator within the 20-day period, we will do so.

If for any reason the administrator is unable, unwilling, or ceases to be the administrator, you will have 20 (twenty) days to choose the other organization listed at the end of this Agreement. If you do not select a new administrator within that period, we will do so. If neither organization is willing or able to be the administrator, then the administrator will be selected by the court. Notwithstanding any language in this Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any administrator that has in place a formal or informal policy that is inconsistent with the paragraph below captioned "No Class Action or Private Attorney General Action."

If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding.

Location of Hearing. Any arbitration hearing you attend shall be in the federal judicial district of your residence.

No Class Action or Private Attorney General Action Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; (2) act as a private attorney general in court or in arbitration, or (3) join or consolidate your Claim(s) with claims of any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding. This paragraph does not apply to any lawsuit filed against us in court by a state or federal government agency even when such agency is seeking relief on behalf of a class of buyers/borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

Notice and Cure; Special Payment Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled).

Fees and Expenses. An arbitration administrator and arbitrator may waive or reduce its fees for financial hardship. If you ask in writing, we will pay all administrator and arbitrator fees up to \$2,500 that the administrator will not waive for any Claims you assert in good faith.

We will consider in good faith your request to pay all or part of any administrator or arbitrator fees over \$2,500 ("additional fees"). To the extent we do not approve your request, if the arbitrator issues an award to you, we will still pay you for additional fees you must pay the administrator and/or arbitrator as follows:

- (1) In the case of additional fees based on the amount of your Claim or the value of the relief you sought, we will pay you an amount equal to the fees you would have paid if the amount of your Claim or the value of the relief you sought had been the amount or value of the award to you.
- (2) In the case of other additional fees not based on the amount of your Claim or the value of the relief you sought, we will pay you for the amount of such additional fees.
- (3) If we are required to pay any greater sums under applicable law or in order for this Agreement to be enforced, we will pay such amounts.

We will bear the administrator and arbitrator fees we are normally required to pay and will also bear the expense of our attorneys, experts and witnesses, except where applicable law and the Contract allow us to recover attorneys' fees and/or court costs in a collection action we bring. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, in an arbitration you commence, we will pay your reasonable fees if you prevail or if we must bear such fees in order for this Agreement to be enforced. Also, we will bear any fees if applicable law requires us to.

Applicable Law. Award of Arbitrator and Right to Appeal. Because the Contract involves a transaction in interstate commerce, the Federal Arbitration Act ("FAA") governs this Agreement. The arbitrator shall apply applicable substantive law consistent with the FAA. The arbitrator shall apply applicable statutes of limitations. The arbitrator is authorized and given the power to award all remedies that would apply if the action were brought in court. Either party may make a timely request for a brief written explanation of the basis for the award. The arbitrator shall not apply federal or state rules of civil procedure or evidence.

Judgment on the arbitrator's award may be entered in any court with jurisdiction. Otherwise, the award shall be kept confidential.

The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can appeal the award to a three-arbitrator panel administered by the administrator, which panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Agreement to "The arbitrator" shall mean the panel of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph captioned "Fees and Expenses" above.

Miscellaneous. This Agreement survives payment of all amounts you owe, if any, under the Contract. It also survives your bankruptcy and any sale by us of your Contract.

If there is a conflict or inconsistency between the administrator's rules and this Agreement, this Agreement governs. If there is a conflict or inconsistency between this Agreement and the Contract, this Agreement governs. If a court or arbitrator deems any part of this Agreement invalid or unenforceable under any law or statute consistent with the FAA, the remaining parts of this Agreement shall be enforceable despite such invalidity. However, if a court limits or voids any part of the above paragraph captioned "No Class Actions or Private Attorney General Actions" in any proceeding, then this entire Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal such limitation or voiding.

This Agreement (if you do not reject) will supersede any prior arbitration agreement between you and us with respect to any Claim.

BY SIGNING BELOW, YOU EXPRESSLY AGREE TO THE ABOVE AGREEMENT. THE AGREEMENT MAY SUBSTANTIALLY LIMIT YOUR RIGHTS IN THE EVENT OF A DISPUTE. YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS AGREEMENT.

Jordan Breslow

Customer Signature

Customer Signature

[Signature]

By: _____

Authorized Signature

Date: _____

11/11/2021

ARBITRATION ADMINISTRATORS

If you have a question about the administrator mentioned in this Agreement or if you would like to obtain a copy of their arbitration rules or fee schedules, you can contact them as follows:

American Arbitration Association (AAA)

13455 Noel Road, Suite 1750

Dallas, TX 75240-6620

www.adr.org

J.A.M.S./Endispute

700 11th Street, NW, Suite 450

Washington, DC 20001

www.jamsadr.com/arbitration

(800) 352-5267



CARVANA

GAP Addendum

| Vehicle Information | | | | | |
|--|-------------|-------------------|---|------------------------------|--------------------------------------|
| Vehicle Identification Number (VIN) WDBWK54F19F192649 | | Year 2009 | Make Mercedes-Benz | Model SLKClass | |
| MSRP (New) / J.D. Power (Used) 21990.00 | | | Odometer Reading 3366 | | |
| Customer/Borrower/Lessee | | | | | |
| First & Last Name or Company Name Jordan T Breslow | | | Co-Borrower / Co-Lessee Name | | |
| Address 314 S Henderson Rd | | | | Email Address | |
| City King of Prussia | | State PA | Zip Code 19406-2449 | Phone Number 215-206-3562 | |
| Financial Agreement | | | | | |
| <input checked="" type="checkbox"/> Installment Sale <input type="checkbox"/> Balloon <input type="checkbox"/> Loan <input type="checkbox"/> Lease | | | Effective Date 11/11/2021 | Term 75 | |
| Amount Financed/Lease Cap Cost 26705.30 | | | Finance Rate/Lease Charge 17.29 | | |
| Guaranteed Asset Protection (GAP) | | | | | |
| The Charge to You for this GAP Addendum: 795.00 | | | <input type="checkbox"/> COMMERCIAL USE/REGISTRATION: (as defined in VI., D.) AVAILABLE ONLY FOR MOTOR VEHICLES UP TO 16,000 POUNDS GVWR-Not available for FMCC financed contracts (see IV.C. for other exclusions). | | |
| Maximum Amount Financed/Lease Cap Cost: \$200,000 (FMCC Maximum Amount Financed for personal use is limited to \$100,000) | | | The Maximum Deductible Amount for automobile physical damage insurance: \$1,000 (see section IX for Alaska exclusion) | | |
| Maximum Liability: If the amount financed or lease cap cost exceeds 150% of the lowest of (a) the Vehicle purchase price or agreed upon value as shown on the Financial Agreement, (b) MSRP, or (c) J.D. Power or equivalent retail book value, the settlement will be reduced in proportion to the amount that exceeds the stated limit of 150%. In no event will this GAP Addendum waive any amount in excess of fifty-thousand dollars (\$50,000). | | | | | |
| Maximum GAP and Financial Agreement Term: NINETY SIX (96) MONTHS FOR NEW AND USED VEHICLES (Limited to 84 months in California). | | | | | |
| PROGRAM ADMINISTRATOR: Universal Warranty Corporation PO Box 6543, Chicago, IL 60680 800-631-5590 www.allyclaims.com | | | | | |
| Financial Institution | | | Seller | | |
| Name Carvana | | | Seller Name/Seller ID (Required) CARVANA, LLC 794287 | | |
| Address 1930 W Rio Salado Pkwy | | | Address 1930 W RIO SALADO PKWY | | |
| City Tempe | State AZ | Zip Code 85281 | City TEMPE | State AZ | Zip Code 85281-2339 |
| Phone Number 800-333-4554 | | | Phone Number | | Employee ID (Optional) 2001336595 |
| <p>You have read the entire disclosures and terms of this GAP Addendum and You agree to all of the terms of this GAP Addendum. You understand that neither the extension of credit, the terms of the credit, nor the terms of the related motor vehicle sale or lease may be conditioned upon the purchase of this GAP Addendum. This GAP Addendum is optional and will not be provided unless You sign below and pay the charges as shown above. This GAP Addendum may not cancel or waive the entire amount owed under the Financial Agreement at the time of loss. THIS GAP ADDENDUM IS NOT A CREDIT INSURANCE POLICY AND NEITHER DOES IT PROVIDE PHYSICAL DAMAGE COVERAGE NOR ELIMINATE YOUR OBLIGATION TO INSURE YOUR VEHICLE UNDER APPLICABLE STATE LAW. YOU MAY WISH TO CONSULT AN INSURANCE AGENT TO DETERMINE WHETHER SIMILAR COVERAGE MAY BE OBTAINED AND AT WHAT COST. Unless You provide proof that the Financial Agreement has been terminated, all refunds will be made payable to the Financial Institution and may be applied to reduce the total amount owed under the Financial Agreement.</p> | | | | | |
| Signature | | | | | |
| <input checked="" type="checkbox"/> You want to purchase this GAP Addendum | | | | | |
| Customer/Borrower/Lessee Signature Jordan Breslow | | | Co-Borrower/Co-Lessee Signature | | Date 11/11/2021 |
| Seller/Title Representative Name Paul Breau | | | Seller Representative Signature s/s Paul Breau | | Date 11/11/2021 |

GAP Addendum

Definitions

This Guaranteed Asset Protection ("GAP") Waiver Addendum ("Addendum") is not insurance; it is a debt cancellation agreement which amends and becomes a part of Your **Vehicle** Conditional Sale Agreement ("Contract"). This Addendum is entered between the **Customer**, and the Lender (referred herein as "We" or "Us"). We have appointed Universal Warranty Corporation as the **Administrator** of this Addendum. The **Administrator** is not a party of this Addendum and its sole responsibility is to perform the administration for this Addendum.

Key Terms

The following words are important for the purpose of this Addendum and the following terms shall mean:

"Actual Cash Value" means the value of Your **Vehicle** on the date of loss as determined by Your **Insurer**.

"Administrator" or **"Program Administrator"** means Universal Warranty Corporation PO Box 6543, Chicago, IL 60680 800-631-5590 (www.allyclaims.com)

"Commercial Use/Registration" means utilization of the **Vehicle** for any commercial purpose. Commercial purpose is defined as using a motor **Vehicle** for a purpose other than personal, family or household.

"Customer" means the Customer/Borrower/Lessee/Co-Borrower/Co-Lessee purchasing the **Vehicle** as stated in the application section of this Addendum. You or Your refers to the **Customer**.

"Financial Agreement" means any loan, finance or security or other agreements or documents entered by the Lender and Customer.

"Insurer" and **"Insurance Company"** mean an insurance company providing the **Customer** with comprehensive and collision coverage or all perils coverage on the **Vehicle**.

"Seller" means the seller listed in the Contract Registration.

"Total Loss" means a total or constructive total loss as determined by the **Insurer** of Your **Vehicle**.

"Vehicle" or **"Your Vehicle"** means the **Vehicle** shown on **Vehicle** Information Section of the Contract Registration including all options and equipment and is a four wheel private passenger **Vehicle**, van, pickup, or light truck that does not exceed a gross **Vehicle** weight rating (GVWR) of 16,000 pounds.

I. Agreement

The **Customer/Borrower/Lessee/Co-Borrower/Co-Lessee** ("You", "Your") and the **Seller** named above agree to amend the provisions of the **Financial Agreement** described above as follows:

- A. In the event Your **Vehicle** is declared a **Total Loss** by Your **Insurance company** providing automobile physical damage coverage ("**Insurer**") as a result of theft or damage, the **Seller** agrees to waive the difference between the Outstanding Balance (as defined in I.A.1. below) and the **Insurer's** Payment (as defined in I.A.2. below):
 1. The Outstanding Balance shall mean the amount owed under Your **Financial Agreement** on the date of loss, LESS any:
 - a. Late charges, repossession and collection fees, returned payment charges, finance charges incurred due to late payments, and other charges incurred because you failed to make payments on the due date;
 - b. past due payments exceeding fifteen (15) days past due, deferred or extended payments, finance charges incurred as a result of the first payment due date being greater than forty five (45) days from the effective date of the **Financial Agreement** and any charges associated with extensions or deferments;
 - c. any refund amounts due from insurance, maintenance, service, or other similar contracts;
 - d. amounts financed under the **Financial Agreement** for optional equipment or **Vehicle** modifications that are not insured;
 - e. amounts financed under the **Financial Agreement** that exceed the Maximum Eligibility Limit; and
 - f. Unearned finance, lease or service charges, disposal fees, refundable prepaid taxes and fees, or other items added to the **Financial Agreement** after the Effective Date of the **Financial Agreement**, including any fees and interest charges associated with any such amount;
 2. The **Insurer's** Payment shall mean the settlement You receive from Your **Insurer** based on the **Actual Cash Value** of Your **Vehicle**, PLUS or NET of any:
 - a. deductible amount under Your automobile physical damage coverage in excess of the maximum deductible amount;
 - b. deductions from the **Insurer's** settlement due to wear and tear, prior damage, and other condition adjustments;
 - c. deductions for unpaid insurance premiums;
 - d. deductions for salvage, towing and storage; and
 - e. all other payments (including supplemental payments for taxes owed) made from insurance companies and others on account of their liability for loss to Your **Vehicle**.
- B. If Your **Vehicle** did not have applicable automobile physical damage insurance coverage in effect at the time of loss and there is no **insurer's** Payment, the **Program Administrator** will (i) determine whether Your **Vehicle** is a **Total Loss** based on insurance industry standards and (ii) if Your **Vehicle** is a **Total Loss**, determine the amount to be waived under I.A. as if there were an **Insurer's** Payment for the loss equal to the **Actual Cash Value** of Your **Vehicle** at the time of loss based on the J.D. Power Guide and assuming a \$0 deductible and no other deductions from the payment.

II. Term of Agreement

This GAP Addendum is effective on the **Financial Agreement** effective date and expires on the earliest of:

- A. the date the **Financial Agreement** is originally scheduled to terminate;
- B. the date of early termination of the **Financial Agreement** including the refinancing of Your **Vehicle**;
- C. the date of repossession or surrender of Your **Vehicle**;
- D. the date corresponding to the **Maximum GAP and Financial Agreement Term**;
- E. the date of the **Total Loss** of Your **Vehicle**.

III. Cancellation

You may cancel this GAP Addendum at any time during its term for any or no reason. If You cancel this GAP Addendum within sixty (60) days of purchase, You will receive a full refund provided no claims have been made. If You cancel this GAP Addendum after sixty (60) days of purchase, any cancellation refund will be calculated pro rata by time, unless otherwise required by state law.

A \$50 cancellation fee applies to all cancellations made after sixty (60) days of purchase. To cancel this GAP Addendum You may contact the **Program Administrator** at 1-800-631-5590 or return this addendum to the **Seller**. If the **Financial Agreement** is terminated, Your request for cancellation or early termination refund must be made in writing to the **Seller** or **Administrator** within 90 days of the event that terminated the **Financial Agreement**. If You do not receive notice that Your refund has been processed within sixty (60) days of the date the request for cancellation was made or need assistance requesting cancellation, contact the **Program Administrator** identified in this GAP Addendum.

If this GAP Addendum expires pursuant to Section II(C), notification must be provided to **Program Administrator** within ninety (90) days of such expiration by You, the Financial Institution, or any assignee or successor in interest of the Financial Institution. If such notification is not provided, the charge for the GAP addendum will be deemed fully earned and no refund will be issued.

IV. Exclusions and Limitations

- A. This GAP Addendum is void if:
 1. purchased after the effective date of the **Financial Agreement**;
 2. the **Financial Agreement** does not have equal scheduled monthly payments for the full term of the **Financial Agreement**, except for a **Financial Agreement** having equal scheduled monthly payments for the full term with the exception of a single balloon payment at maturity;
 3. the amount financed/lease cap exceeds the stated maximum; or
 4. the **Financial Agreement** term exceeds the stated maximum term.
- B. Limit of Liability: In no event will this GAP Addendum waive any amount in excess of fifty-thousand dollars (\$50,000).
- C. This GAP Addendum does not apply:
 1. to losses arising out of events:
 - a. occurring prior to the effective date of this GAP Addendum or after You return Your **Vehicle** to the **Seller**;

- b. directly or indirectly caused by any dishonest, fraudulent, criminal or illegal act by You or Your agent or anyone using the **Vehicle** with Your specific or implied permissive use, including but not limited to driving under the influence of alcohol/drugs or the commission of any misdemeanor or felony;
- c. arising out of any racing, speed contest or other competitive driving;
- d. occurring outside of the United States or Canada; or
- e. excluded or denied by Your **Insurer**, except as provided under Section I.B. of this GAP Addendum.
2. to certain types of **Vehicles**. The following **Vehicles** are excluded from all coverage including Commercial Use/Registration:
- Vehicles** used exclusively for livery, taxicabs, hire & rental;
 - Vehicles** used for competitive driving, racing, and off-road use;
 - Vehicles** equipped with or identified as snowplows;
 - Vehicles** with gross vehicle weight rating (GVWR) exceeding 16,000 pounds;
 - Vehicles** used for delivery services, as pool cars or emergency **Vehicles**;
 - Trailers, special commercial optional equipment, accessories and body components.
3. if You fail to comply with any term or condition of this GAP Addendum.

V. Duties After a Total Loss

In the event of a **Total Loss** of Your **Vehicle**, You must:

- notify the **Program Administrator** within ninety (90) days of receipt of Your **Insurer's** Payment or within ninety (90) days of the date Your Financial Institution notifies You of any deficiency balance owned, whichever is later. If You did not have automobile physical damage insurance for Your **Vehicle**, You must notify the **Program Administrator** within ninety (90) days of the date of accident, damage or theft;
- File Your claim with the **Program Administrator** or directly at www.allyclaims.com;
- cooperate with the **Program Administrator** and the **Seller**; and
- Provide the **Program Administrator** a copy of the following documents:
Your **Vehicle's**:
 - factory invoice/**Vehicle** information form
 - auto insurance policy
 - GAP Addendum
 - Financial Agreement**
 - purchase agreement/bill of sale
 - aftermarket product refund amounts
 - payment history with outstanding balance
 - payoff quote**Insurer's**:
 - market valuation report
 - settlement break down
 - settlement check or proof of payment
 Additionally:
 - a police report (if filed)
 - any additional reasonable documentation requested by either the **Program Administrator** or **Seller**.

VI. Other Terms

- You grant the **Program Administrator** the right to recover any amounts payable under Your automobile physical damage coverage that was not paid by Your **Insurer** after a **Total Loss**. You shall cooperate with the **Program Administrator** to do whatever is necessary to enable the **Program Administrator** to exercise its rights and do nothing to prejudice the **Program Administrator**. This may include, but is not limited to, demanding full payment under Your automobile insurance policy from Your **Insurer**. If You recover amounts over the **Insurer's** Payment, or any payment from any **insurer**, warrantor, or obligor on any coverage paying benefits as a result of a **Total Loss** of Your **Vehicle**, You shall reimburse the **Program Administrator** to the extent of such amounts, up to the amount waived for You under this GAP Addendum.
- This GAP Addendum is non-transferable, however if a Issuer/Financial Institution assigns, sells or transfers a **Financial Agreement**, the GAP Addendum remains a part of the **Financial agreement**.
- YOUR BENEFITS MAY DECREASE OVER THE TERM OF YOUR FINANCIAL AGREEMENT.**
- An automobile, van or light truck utilized for any commercial use is excluded from coverage unless the COMMERCIAL USE/REGISTRATION option has been purchased. A **Vehicle** registered or insured as commercial or to a business shall be deemed commercial or a personal use **Vehicle** that is incidentally used for a commercial purpose.
- The charge for this GAP Addendum will be deemed fully earned and no refund will apply when Your **Vehicle** is declared a covered **Total Loss** or if the waiver provides a benefit.
- If an Issuer/Financial Institution assigns, sells or transfers the **Financial Agreement**, the GAP Addendum remains a part of the **Financial agreement**.
- Vehicles** with greater than five thousand (5,000) miles or greater are considered used **Vehicles**.

VII. Fraud and Misrepresentation

This GAP Addendum is issued in reliance upon the truth of all representations made by You. If You have concealed or misrepresented any material fact(s) concerning this GAP Addendum, or in case of fraud, attempted fraud or the false swearing by You affecting any matter relating to this GAP Addendum, whether before or after the **Total Loss** of Your **Vehicle**, this GAP Addendum may be voided and all charges will be returned, less a \$50.00 processing fee.

VIII. Finance Company Disclosures**For Ford Credit (Ford Motor Credit Company) Financed Contracts Only:**

Cancellation and processing fees are not applicable in Colorado, Indiana, Oregon and South Carolina.

Maximum GVWR for personal use is limited to 12,500 pounds and COMMERCIAL USE/REGISTRATION is not available.

Notwithstanding Section IV.A.2, this GAP Addendum is acceptable for Ford Flex Buy contracts. For Ford Flex Buy contracts, the amount waived will be calculated by amortizing the **Financial Agreement** according to its payment schedule. Not available in Michigan, New Hampshire, North Carolina, Ohio, Pennsylvania and Virginia.

VI. Other Terms E is replaced with the following:

The charge for this GAP Addendum will be deemed fully earned and no refund will apply when Your **Vehicle** is declared a **Total Loss** and if the waiver provides a benefit.

IX. State Provisions

- **Alabama:** In Alabama, this is a Debt Cancellation Waiver. All references to "GAP Addendum" are replaced with "Debt Cancellation Waiver." The cost of the Debt Cancellation Waiver is not regulated and You should determine whether the cost of the Contract is reasonable in relation to the protection afforded by the Debt Cancellation waiver. In the event of cancellation of the GAP waiver due to early termination of the finance agreement, the creditor shall provide, or cause the **Administrator** or retail seller to provide, with 60 days of termination, any refund to a borrower without requiring the borrower to request cancellation of the waiver.
- **Alaska:** Coverage for underlying insurance deductible is not available.
- **Arkansas:** The cost of this GAP Addendum is not regulated and You have the responsibility to determine whether the cost of the GAP Addendum is reasonable in relation to the protection afforded by the GAP Addendum.
- **California:** The Maximum GAP and Financial Agreement Term is 84 months and the Maximum Amount Financed/Lease Cap Cost is \$125,000.
- **Colorado:** The cancellation fee and processing fee are not applicable. No written notification is required for early termination of this GAP Addendum. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. This GAP addendum is not a substitute for collision or property damage insurance. If You did not have automobile physical damage insurance for Your **Vehicle** You are not required to notify the **Program Administrator** within ninety (90) days of the date of accident, damage or theft. Section 1.A is replaced with the following: The Outstanding Balance may not be re-amortized for any reason and shall mean the amount owed under Your Financial Agreement on the date of loss, LESS amounts previously owed for unpaid installments, legally permitted delinquency fees, insufficient funds checks, premiums for creditor-imposed property damage insurance, and deferral fees. All holders and assignees of this consumer credit transaction are subject to all claims and defenses which the consumer could assert against the original creditor resulting from the consumers purchase of guaranteed automobile protection.
- **Georgia:** In order to receive a refund, You must, in accordance with any applicable terms of the waiver, provide a written request to the creditor, administrator or other party within 90 days after Your decision to cancel the waiver or the occurrence of the event terminating the finance agreement.
- **Illinois:** Consideration for a debt cancellation product may be retained by the Seller or Holder/Financial Institution and the consideration may be included in the amount charged to the Borrower/Lessee so long as the Seller discloses that the Issuer or Holder/Financial Institution may receive something of value in connection with the purchase.
For GAP on lease contracts, Section 1.A.1.a, b & c are replaced with the following:
 - a. any deductible amount applicable to any insurance policy maintained by the lessee;
 - b. any past due payments owed by the lessee as of the time of the receipt by the lessor of the insurance proceeds;
 - c. any other amount due because of the lessee's default.
- **Indiana:** The cancellation and processing fees are not applicable. GAP coverage is not available if the amount financed under the consumer credit sale (not including the cost of the GAP agreement, the cost of any credit insurance, and the cost of any warranties or service agreements) is less than eighty percent (80%) of the manufacturer's suggested retail price (MSRP), in the case of a new motor **Vehicle**, or the J.D. Power average retail value, in the case of a used motor **Vehicle**. Upon notification of prepayment in full of the finance agreement Your GAP coverage is automatically terminated and You are not required to request cancellation and a refund.
- **Iowa:** No written notification is required for early termination of this GAP Addendum.
- **Kansas:** The cancellation fee and processing fee are not applicable. **This GAP Addendum may not cancel or waive the entire amount owed under the Financial Agreement at the time of loss. If you have any questions or need assistance in submitting a claim contact the Program Administrator, Universal Warranty Corporation, Toll Free at: 1-800-631-5590.** You may contact the Office of the State Bank Commissioner, 700 S.W. Jackson #300, Topeka, KS 66603, <http://www.osbckansas.org/>, with any questions or **complaints**.
- **Missouri:** The cancellation fee and processing fee are not applicable.
- **New Hampshire:** The cancellation fee and processing fee are not applicable.
For GAP on lease contracts, Section 1.A.1.a, b & c are replaced with the following:
 - a. any deductible amount applicable to any insurance policy maintained by the lessee;
 - b. any past due payments owed by the lessee as of the time of the receipt by the lessor of the insurance proceeds;
 - c. any other amount due because of the lessee's default.

- **New Jersey:** The Financial Institution must provide, or cause the **Program Administrator** or **Seller** to provide any cancellation refund within 60 days of the event terminating the finance agreement, without requiring the borrower to request the refund, or within 60 days of the receipt of a borrower's cancellation of the waiver. Cancellation fees will be no more than \$50. Upon notification of prepayment in full of the finance agreement Your GAP coverage is automatically terminated and You are not required to request cancellation and a refund.
- **New Mexico:** The cancellation fee and processing fee are not applicable.
- **Nebraska:** That a guaranteed asset protection waiver is not insurance and is not regulated by the Department of Insurance and the guaranteed asset protection waiver remains a part of the finance agreement upon the assignment, sale, or transfer of such finance agreement by the creditor or the creditor's designee.
- **NEVADA: A GUARANTEED ASSET PROTECTION WAIVER IS NOT A POLICY OF LIABILITY OR CASUALTY INSURANCE AND DOES NOT SATISFY THE REQUIREMENT TO MAINTAIN LIABILITY INSURANCE PURSUANT TO NRS 485.185; AND FAILURE TO MAKE A TIMELY PAYMENT UNDER THE TERMS OF THE FINANCE AGREEMENT MAY VOID THE GUARANTEED ASSET PROTECTION WAIVER.**
- **Oregon:** If the GAP Addendum is cancelled as a result of the termination of the finance agreement, then any cancellation refund shall be provided without requiring the borrower to apply or submit a claim for the refund.
- **South Carolina:** The cancellation fee and processing fee are not applicable. **THIS GAP WAIVER IS NOT REQUIRED TO OBTAIN CREDIT, NOR TO OBTAIN CERTAIN TERMS OF CREDIT OR TO PURCHASE THE RELATED MOTOR VEHICLE.** No GAP Addendum will be issued for the Covered **Vehicle** with a Manufacturer's Suggested Retail Price (MSRP) or J.D. Power retail value of more than \$200,000, if the amount financed exceeds \$200,000, or if the amount financed, less the cost of GAP, Credit Insurance, less the cost of service Contracts and or warranties, is less than 80% of the MSRP for new **Vehicles** and the J.D. Power retail value for used **Vehicles**. This GAP waiver is not insurance and does not take the place of collision, comprehensive, or any other form of insurance on the motor **Vehicle**.
- **Tennessee:** COMMERCIAL USE/REGISTRATION means a motor **Vehicle** used primarily for a purpose other than personal, family or household use. The cost of this GAP Addendum is not regulated and You have the responsibility to determine whether the cost of this GAP Addendum is reasonable in relation to the protection afforded by this GAP Addendum.
- **Vermont:** The cancellation fee and processing fee are not applicable. The Issuer must assign, sell or transfer, within 15 business days, the financing contract to a Financial Institution/Lender as defined in subdivision 11101(32) of Title 8 or a credit union or entity licensed under subdivision 2201(a)(1) or (3) of Title 8, or this GAP Addendum is void and You will receive a full refund of the charge of this GAP Addendum.
- **Washington:** If the cancellation of this GAP Addendum occurs as a result of a default under the Financial Agreement or the repossession of the motor vehicle associated with the Financial Agreement, any refund due may be paid directly to the Financial Institution. Any cancellation refund may be applied by the Financial Institution as a reduction of the overall amount owed under the Financial Agreement, if the cost of this GAP Addendum was included in the financing of the motor vehicle. This GAP Addendum is not credit insurance, nor does it eliminate Your obligation to insure the motor vehicle as provided by Washington law. Purchasing this GAP Addendum does not eliminate Your rights and obligations under the vendor single-interest and collateral protection laws of the state.
- **West Virginia:** Once activation of waiver benefits has been initiated, and until such time as the request for a benefit under the GAP waiver is resolved, the GAP waiver shall not be terminated or canceled, nor shall a request for a benefit under the GAP waiver be denied, by the creditor, administrator or other designated party, solely due to the borrower's failure to make monthly payments owed for the GAP waiver purchase price.
- **Wyoming:** The cancellation fee and processing fee are not applicable.



Jordan Breslow <jordanbreslow93@gmail.com>

Arbitration Rejection Notice

2 messages

Jordan Breslow <jordanbreslow93@gmail.com>
To: arbitrationoptout@carvana.com
Cc: Richard Pressman <rich@pressmanlawfirm.com>

Tue, Nov 2, 2021 at 12:08 AM

Please see attached.

2 attachments

 **Carvana Opt of Abr. Date 11-2-2021 LEGAL .pdf**
165K

 **contracts (3).pdf**
2116K

Arbitration Opt Out Inbox <arbitrationoptout@carvana.com>
To: jordanbreslow93@gmail.com

Tue, Nov 2, 2021 at 12:08 AM

Hello Carvana Customer!

Thank you for your email. This is to confirm that your arbitration opt out notice ("Rejection Notice") has been received by Carvana.

As a reminder, in order to be effective, your contracts must be signed in full and this notice must be received by Carvana by 11:59pm (Arizona time), on or before the 30th day from your contract date. The Rejection Notice must also list your name, address, and Vehicle Identification Number (VIN).

If you have any additional questions, please reach out to support@carvana.com.

Thank you!
Carvana Team

--
Thank you,
Carvana Legal

Date: 11/2/2021

Attn:
Carvana Legal
1930 W Rio Salado Pkwy, Tempe, AZ 85281
Delivered via email: arbitrationoptout@carvana.com

Cc:
Rich Pressman, Esquire
rich@pressmanlawfirm.com
1135 Spruce St
Philadelphia, PA 19107

Re: Jordan Tyler Breslow (Address: 314 S Henderson Rd Unit G103 King of Prussia, PA 19406) Sales Contract; VIN# WDBWK54F19F192649.

To whom it may concern,

Pursuant to the arbitration clause in the sales agreement attached, I'm writing to **formally reject the arbitration clause** within the 30-day window. See attachment below:

Your Right to Reject this Agreement You have the right to reject this Agreement, in which event neither you nor we will have the right to require arbitration of any Claims. Rejection of this Agreement will not affect any other aspect of your Contract. In order for you to reject this Agreement, we must receive a notice in writing ("Rejection Notice") from you within 30 days of the day you enter into the Contract, stating that you reject the Agreement. Any notice received after 30 days from the Contract date will not be accepted. The Rejection Notice must include your name, address and Vehicle Identification Number (VIN). You may email the notice to arbitrationoptout@carvana.com or you may mail it to us at: Attn: Carvana Legal, 1930 W Rio Salado Pkwy, Tempe, AZ 85281. Emailed notices must be received by 11:59pm, Arizona time, on the 30th day from the contract date. If mailed, it must be sent via certified mail, return receipt requested. Upon receipt of your Rejection Notice, we will refund your postage cost up to \$6.70. We will not refund postage cost for late notices. If the Rejection Notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the Rejection Notice on your behalf. If you reject this Agreement, that will not constitute a rejection of any prior arbitration between you and us.

My wish is that should any disputes between we the parties ("Jordan Tyler Breslow and Carvana") arise they should be resolved in the applicable court(s) **NOT** via arbitration.

Regards,

Jordan Tyler Breslow

Jordan Tyler Breslow

SUPPORT & CONTACT

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SLK 300 ROADSTER 2D

\$21,990
66,181 Miles



GET STARTED



2009 MERCEDES-BENZ SLK-CLASS
SLK 300 ROADSTER 2D

\$21,990
66,181 Miles



GET STARTED



Jordan Breslow, Pro Se
314 S Henderson Rd Unit G103
King of Prussia, PA 19406

UNITED STATES DISTRICT COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

Jordan Tyler Breslow

(Plaintiff)

v.

Carvana Co.
1930 West Rio Salado Parkway
Tempe, AZ 85281
(Defendant)

COMPLAINT FOR DAMAGES FOR:

1. BREACH OF CONTRACT

2. BREACH OF THE IMPLIED

COVENANT OF GOOD FAITH AND FAIR DEALING

3. BREACH OF EXPRESS WARRANTY

4. BREACH OF IMPLIED WARRANTY

OF MERCHANTABILITY

5. BREACH OF IMPLIED WARRANTY

OF FITNESS FOR A PARTICULAR PURPOSE

6. INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

7. INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS

8. NEGLIGENT INTERFERENCE WITH CONTRACTUAL RELATIONS

9. NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC RELATIONS

10. INTENTIONAL MISREPRESENTATION

11. NEGLIGENT MISREPRESENTATION

12. UNFAIR BUSINESS PRACTICES

13. ATTEMPTED WIRE FRAUD

14. DECLARATORY RELIEF

DEMAND FOR JURY TRIAL

TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF
RECORD: Plaintiff Jordan Tyler Breslow (hereinafter "Breslow"), Pro Se,
allege as follows:

PARTIES

1. Plaintiff, Breslow, is a Pennsylvania resident with his principal place of residence and business in Montgomery County, PA
2. Defendant CARVANA CO. (hereinafter "Carvana") is headquartered in Tempe, Arizona.
3. At all times herein mentioned, Carvana has purposefully availed itself of the privilege of conducting business in the Commonwealth of Pennsylvania and the State of New Jersey thus invoking the benefits and protections of its laws by conducting business in Pennsylvania and New Jersey and selling its used vehicles in Pennsylvania and New Jersey.

4. On 10/30/2021, Breslow initiated the purchase of a used vehicle from Carvana's vehicles advertised and sold in Pennsylvania and New Jersey. The purpose of Breslow seeking the vehicle was to fulfill a need for transportation in his working life as a sales professional.

5. Plaintiff is informed, believes and thereon alleges that Carvana set forth a contract with Breslow for a vehicle with the VIN Number WDBWK54F19F192649 for the ultimate sale price of \$26,705.30 and stated in multiple areas of an executed contract at the vehicle had 3366 miles on the odometer. Upon subsequent review during the finalization stages of purchasing Breslow discovered that the in vehicle in fact had 66,181 miles on the odometer. This is a breach of contract among the other charges made above that led to damages to Breslow.

JURISDICTION AND VENUE

6. This Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1332 because Breslow is a citizen of the Commonwealth of Pennsylvania and Carvana is a citizen on the State of Arizona, so this falls under the jurisdiction of Interstate Commerce. In reference to exhibit B, the parties have waived the arbitration clause in the original sales contract pursuant to Breslow's written request to that fact.

7. Award sought amount in controversy exceeds \$75,000.00.

8. The Federal odometer statutes, 49 U.S.C. Chapter 327, prohibits the disconnection, resetting, or alteration of a motor vehicle's odometer with intent to change the number of miles indicated thereon. The law requires that a written disclosure of the mileage registered on an odometer be provided by the seller to the purchaser on the title to the vehicle when the ownership of a vehicle is transferred.

OPERATIVE FACTS

Carvana Sells Vehicles Nationwide

9. Plaintiff is informed, believes and thereon alleges that, at all times relevant herein, Carvana is, along with its subsidiaries, operates an e-commerce program for buying and selling used cars in the United States. Its sales program allows customers to research and identify a vehicle; inspect it using the company's vehicle imaging technology; obtain financing and warranty coverage; purchase the vehicle; and schedule delivery or pick-up from their desktop or mobile devices.

Carvana Sells Vehicles and Misstates Material Facts

10. On 10/30/2021, Breslow initiated the purchase of a used vehicle from Carvana's vehicles advertised and sold in Pennsylvania and New Jersey. The purpose of Breslow seeking the vehicle was to fulfill a need for transportation in his working life as a sales professional. Plaintiff is informed, believes and thereon alleges that Carvana set forth a contract with Breslow for a vehicle with the VIN number WDBWK54F19F192649 for the ultimate sale price of \$26,705.30 and stated in multiple areas of an executed contract at the vehicle had 3366 miles on the odometer. Breslow was forced to cancel the order resulting in damages and was unable to resolve this matter sufficiently with company staff and was forced to bring this matter to the courts. The company may feel that its generous and liberal return policy negates culpability, but the fact of the matter is a signed contract for car in one condition was proffered and ultimately the company attempted to deliver the car in another condition. See attached Exhibits.

FIRST CAUSE OF ACTION

Breach of Contract

11. By reason of Defendant's breach of contract, Plaintiff has suffered and continues to suffer compensatory, consequential, incidental, and other damages according to proof. At a

minimum, Breslow was unable to find an immediate alternative or replacement in terms of transportation, resulting in loss sales opportunities in the tens of thousands of dollars. Breslow continues to suffer because it has not been made whole. WHEREFORE, Plaintiff prays for Judgment against Defendant as more fully set forth below.

SECOND CAUSE OF ACTION

Breach of the Implied Covenant of Good Faith and Fair Dealing

12. Breslow was harmed as a result of the standards, customs, policies, and/or practices, ratified, acquiesced, directed, controlled, permitted, and/or allowed by Carvana over the conduct of the Carvana and its agents. By reason of Defendant's breach of covenant of good faith and fair dealing, Plaintiff has suffered and continue to suffer, compensatory, consequential, incidental, and other damages according to proof. WHEREFORE, Plaintiff prays for Judgment against Defendant as more fully set forth below.

THIRD CAUSE OF ACTION

Breach of Express Warranty

13. Due to Carvana's Breach of Express Warranty, by failing to provide the quality vehicle as described in the Sales Agreement; Breslow suffered damages according to proof. WHEREFORE, Plaintiff prays judgment against defendant as more fully set forth below.

FOURTH CAUSE OF ACTION

Breach of Implied Warranty of Merchantability

14. Carvana is in the business of selling its used vehicles to consumers through their online platform and agents. Breslow initiated a purchase of a Carvana vehicle through their online platform and agents. The vehicle to be sold to Breslow were not the same quality as those generally accepted in the sales contract as they did not meet the quality conditions. Therefore, they were not fit for the ordinary purpose for which they were purchased to be used (given ordinary life of a vehicle).

15. Carvana breached the implied warranty of merchantability by, at a minimum, failing to provide the quality that a buyer reasonably would expect based on odometer reading stipulated in the contract.

16. Breslow suffered damage according to proof as a proximate result of Carvana's breach. WHEREFORE, Plaintiff prays for Judgment against Defendant as more fully set forth below.

FIFTH CAUSE OF ACTION

Breach of Implied Warranty of Fitness for a Particular Purpose

17. Breslow was harmed because the vehicle to be purchased were not suitable for their intended use, and was damaged in amounts according to proof as a proximate result of Carvana's breach of the implied warranty of fitness for a particular purpose. Breslow wanted to purchase a used Carvana vehicle for a specific use, to be used in the Philadelphia Metro Area. Breslow desire for vehicles low mileage due to the geographical climate of area and the distance of sales calls, they were intended to be used. WHEREFORE, Plaintiff pray judgment against Defendant as more fully set forth below.

SIXTH CAUSE OF ACTION

Intentional Interference with Contractual Relations

18. As a proximate result of Carvana's interference with Breslow's contract, Breslow has suffered damages in amounts to be proven at trial. The conduct of Carvana was disgraceful and exposed Breslow to a cruel and unjust hardship in conscious disregard for their rights, so as to justify an award of exemplary and punitive damages. WHEREFORE, Plaintiff prays for Judgment against Defendant as more fully set forth below.

SEVENTH CAUSE OF ACTION

Intentional Interference with Prospective Economic Relations

19. As a proximate result of Carvana's interference with Breslow prospective

economic relationships with its existing clients by hampering transportation, Breslow has suffered damages in amounts to be proven at trial. WHEREFORE, Plaintiff prays for Judgment against Defendant as more fully set forth below.

EIGHTH CAUSE OF ACTION

Negligent Interference with Contractual Relations

20. Carvana has allowed false odometer readings to be generated and relied upon in connection with the sale or proposed sale of its used vehicles, and has further promoted, allowed, Carvana agents to promulgate false odometer readings and fraudulent sales practices. As an immediate result of Carvana's negligence, Breslow's contract with Carvana has caused damages and Breslow suffered damages in amounts to be proven at trial. WHEREFORE, Plaintiff prays for Judgment against Defendant as more fully set forth below.

NINETH CAUSE OF ACTION

Negligent Interference with Prospective Economic Relations

21. Carvana has allowed false odometer readings to be generated and relied upon in connection with the sale or proposed sale of its used vehicles, and has further promoted, allowed, Carvana agents to promulgate false odometer readings and fraudulent sales practices. As a proximate result of Carvana's negligence, Breslow's contract with Carvana has caused damages and Breslow suffered damages in amounts to be proven at trial. WHEREFORE, Plaintiff prays for Judgment against Defendant as more fully set forth below.

TENTH CAUSE OF ACTION

Intentional Misrepresentation

22. At the time the representations on the Sales Contract were made, Breslow was unaware of their falsity and believed them to be true. In reliance on the representations in the

Sales Contract, Breslow was induced to, and did, in fact, arrange a purchase of a vehicle, as described above. Had Breslow known the actual facts, he would not have signed the sales contract of the vehicle or purchased that at a significantly reduced price. Breslow's reliance was justified because it was not uncommon for vehicle dealers to purchase vehicles from distant locations and to rely on their Mechanical Reports instead of a physical inspection when purchasing their vehicles. As a proximate result of the fraudulent conduct of Carvana, Breslow was forced to expend additional money to find alternative transportation and lost sales. Additionally, as a result of Carvana's conduct Breslow was unable to fulfill obligations made to his clients and suffered other injury and damage to be proven at trial. The conduct of Defendant, were shameful and subjected Breslow to a cruel and unjust hardship in conscious disregard for their rights, so as to justify an award of exemplary and punitive damages. WHEREFORE, Plaintiff prays judgment against Defendant as more fully set forth below.

ELEVENTH CAUSE OF ACTION

Negligent Misrepresentation

23. As a proximate result of the fraudulent conduct of Carvana, Breslow was forced to expend additional money, was unable to fulfill obligations made to his clients, and suffered other injury and damage to be proven at trial. While no funds actually changed hands given that Breslow cancelled the order, contractual consideration was present from both parties and Carvana failed to deliver on guarantees outlined in the sales contract. WHEREFORE, Plaintiff prays judgment against Defendant as more fully set forth below

TWELFTH CAUSE OF ACTION

Unfair Business Practices

24. Plaintiff was harmed and suffered damages as a proximate result of the wrongful

conduct of Defendants, and each of them, in amounts to be proven at trial. See *PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW*

WHEREFORE, Plaintiff prays for Judgment against Defendants, and each of them, as more fully set forth below.

THIRTEENTH CAUSE OF ACTION

Attempted Wire Fraud

25. Carvana voluntarily and intentionally devised and participated in a scheme to defraud customers purchasing Carvana vehicles via interstate commerce from Carvana Agents under the direction and control of Carvana by misrepresenting the condition of Carvana vehicles being sold. Carvana did so with an intent to defraud, in violation of 18 U.S.C. § 1343. By misrepresenting the condition of the Carvana vehicles being working under the direction and control of Carvana were able to procure higher profits. It was reasonably foreseeable that interstate wire communications would be use because the Carvana vehicles were advertised and sold throughout the United States over the internet. Carvana vehicles were advertised and misrepresented odometer readings were disseminated over the internet through various Carvana agents and websites under the direction and control of Carvana. Breslow arranged a purchase, signed a contract and disclosed banking information, Carvana vehicles located across state lines by viewing Condition Reports on Carvana vehicles on the internet and then making purchases based on the advertised Mechanical Reports over the phone and through internet websites. Breslow has damages as a result. WHEREFORE, Plaintiff prays judgment against Defendant as more fully set forth below.

FOURTEENTH CAUSE OF ACTION

Declaratory Relief

26. An actual controversy has arisen and now exists between Breslow and Carvana regarding Breslow's right to purchase vehicles sold by Carvana under the direction and control of Carvana.

PRAYER FOR RELIEF

1. For reliance, restitution and/or expectation damages, according to proof;
2. For special and general damages, according to proof;
3. For punitive and exemplary damages, according to proof;
4. For prejudgment interest and post-judgment interest as allowed by law, according to
5. For costs of suit herein incurred;
6. For such other and further relief as the Court deems just and proper.

Total Award Sought: \$125,000.00

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury in this action on all issues so triable.

Dated: November 2nd, 2021

Respectfully Submitted,

